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17 Attorneys for Official Committee of Equity Security Holders

18 **UNITED STATES BANKRUPTCY COURT**
19 **CENTRAL DISTRICT OF CALIFORNIA**
20 **SAN FERNANDO VALLEY DIVISION**

21 In re:

Lead Case No.: 1:17-bk-12408-MB
Jointly administered with:
1:17-bk-12409-MB Chapter 11 Cases

21 ICPW Liquidation Corporation, a California
22 corporation,¹

23 Debtor and Debtor in Possession.

24 **NOTICE OF HEARING ON MOTION**
25 **AND MOTION FOR ENTRY OF**
26 **ORDER: (1) APPROVING**
27 **AGREEMENT WITH MATTHEW**
28 **PLISKIN FOR TRUSTEE SERVICES;**
29 **AND (2) APPROVING TRUST BOARD**
30 **COMPENSATION; DECLARATIONS**
31 **OF SCOTT JARUS AND MATTHEW**
32 **PLISKIN IN SUPPORT THEREOF**

In re:

ICPW Liquidation Corporation, a Nevada
corporation,²

Debtor and Debtor in Possession.

Affects:

Both Debtors

ICPW Liquidation Corporation, a California
corporation

ICPW Liquidation Corporation, a Nevada
corporation.

Hearing:

DATE: February 12, 2018
TIME: 1:30 p.m.
PLACE: Courtroom "303"
21041 Burbank Blvd.
Woodland Hills, CA 91367

¹ Formerly known as Ironclad Performance Wear Corporation, a California corporation.

² Formerly known as Ironclad Performance Wear Corporation, a Nevada corporation.

1 **PLEASE TAKE NOTICE THAT** ICPW Liquidation Corporation, a California
2 corporation, formerly known as Ironclad Performance Wear Corporation, a California corporation
3 (“ICPW California”), and ICPW Liquidation Corporation, a Nevada corporation, formerly known
4 as Ironclad Performance Wear Corporation, a Nevada corporation (“ICPW Nevada” and
5 collectively with ICPW California, the “Debtors”), and the Official Committee of Equity Security
6 Holders (the “Equity Committee”) seek the entry of an order: (i) approving that certain agreement
7 with Matthew Pliskin for trustee services (the “Trustee”) in connection with the *Debtors’ and the*
8 *Equity Committee’s Joint Plan of Liquidated Dated January 12, 2018* (the “Plan”); and
9 (2) approving certain compensation to the initial members of the trust board (the “Trust Board”)
10 created pursuant to the Plan and the related trust agreement. The members of the Trust Board are
11 the current members of the Equity Committee: Ronald Chez, Scott Jarus and Patrick O’Brien.
12 The Motion requests that the Court approve proposed compensation (i) to the Trustee of \$300 per
13 hour, plus expenses, and (ii) to each member of the Trust Board of \$40,000 per year, plus
14 expenses, paid quarterly in arrears. The relief sought is solely in the event the Court approves
15 confirmation of the Plan.

16 **PLEASE TAKE FURTHER NOTICE** that the Motion is based on this Notice, the
17 Motion and all pleadings filed in support of the Motion, the entire record of these cases, the
18 statements, arguments and representations of counsel to be made at the hearing on the Motion, if
19 any, and any other evidence properly presented to the Court.

20 **PLEASE TAKE FURTHER NOTICE** that, pursuant to LBR 9013-1(f), any party
21 opposing or responding to the Motion must, not later than fourteen (14) days before the hearing,
22 file a written objection and serve such objection on counsel for the Debtors and the Equity
23 Committee whose name and address appear at the top, left-hand corner of the first page of this
24 Notice.

1 **PLEASE TAKE FURTHER NOTICE** that, pursuant to LBR 9013-1(h), the failure to
2 file and serve a timely objection to the Motion may be deemed by the Court to be consent to the
3 relief requested herein.

4 Dated: January 22, 2018

5 LEVENE, NEALE, BENDER, YOO & BRILL
6 L.L.P.
7 RON BENDER
8 KRIKOR J. MESHEFEJIAN

9
10 By: /s/ Ron Bender
11 KRIKOR J. MESHEFEJIAN

12 Attorneys for Debtors and Debtors in Possession

13 Dated: January 22, 2018

14 DENTONS US LLP
15 SAMUEL R. MAIZEL
16 TANIA M. MOYRON

17 By: T.M.
18 TANIA M. MOYRON

19 Attorneys for the Official Committee of
20 Equity Holders

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MEMORANDUM OF POINTS AND AUTHORITIES

I.

RELIEF REQUESTED

Ironclad Performance Wear Corporation, a California corporation (“ICPW California”), and ICPW Liquidation Corporation, a Nevada corporation, formerly known as Ironclad Performance Wear Corporation, a Nevada corporation (“ICPW Nevada” and collectively with ICPW California, the “Debtors”), and the Official Committee of Equity Security Holders (the “Equity Committee”) seek the entry of an order: (i) approving that certain agreement with Matthew Pliskin for trustee services (the “Trustee Agreement”) in connection with the *Debtors and Official Committee And Official Committee Of Equity Security Holders Joint Plan Of Liquidation Dated January 12, 2018* [Docket No. 383] (the “Plan”) and the related trust agreement (the “Trust Agreement”); and (2) approving certain compensation to each initial member of the trust board (the “Trust Board”) created pursuant to the Plan and the Trust Agreement. The relief sought herein is solely in the event the Court approves confirmation of the Plan.

II.

JURISDICTION AND VENUE

The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§157 and 1334. This is a core proceeding pursuant to 28 U.S.C. §157(b)(2). The venue of the Debtors' two chapter 11 cases (the "Cases") is proper pursuant to 28 U.S.C. §§1408 and 1409.

III.

BACKGROUND

A. General Background.

1. On September 8, 2017, the Debtors each filed a voluntary petition under chapter

11 of the Bankruptcy Code (the “Petition Date”). Since the Petition Date, the Debtors have
operated their business and managed their affairs as debtors in possession pursuant to Sections
1107 and 1108 of the Bankruptcy Code. With the Court’s approval, the Cases are being jointly
administered. Other than owning all of the shares in the California entity, the Nevada entity had
no business. All operations of the Debtors effectively functioned through the California entity.

2. On September 11, 2017, the Debtors filed their *Ex Parte Motion For Entry Of An
Order For Joint Administration Of Cases*. Docket No. 5.

3. On September 12, 2017, the Court entered an *Order Approving Joint
Administration of Cases Authorizing Joint Administration Pursuant to 11 U.S.C. § 105(a) and
Federal Rule of Bankruptcy Procedure 1015(b)*. Docket No. 25.

4. On September 20, 2017, the Office of the United States Trustee filed its *Notice of
Appointment of Official Committee of Equity Holders* (the “Notice of Appointment”). Docket No.
59. The Notice of Appointment provides for the appointment of the Equity Committee in ICPW
Nevada.

5. On September 22, 2017, the *Office of the United States Trustee filed its Notice of
Appointment of Creditors’ Committee*. Docket No. 62.

B. Relevant Facts.

6. The Debtors filed the Cases to consummate a sale of substantially all of their
assets (excluding cash, causes of action and certain property) for the most money possible. Just
prior to their chapter 11 bankruptcy filings, the Debtors entered into an asset purchase agreement
(the “Radians APA”) with the Debtors’ then pre-petition secured creditor, Radians Wareham
Holdings, Inc. (“Radians”), for a cash purchase price of between \$15 and \$20 million, subject to
an overbid process.

7. Pursuant to the Bidding Procedures Order [Docket No. 71], the Auction was held

1 before the Court on October 30, 2017. Two prospective overbidders, Brighton-Best International,
2 Inc. (“BBI”) and Protective Industrial Products, Inc. (“PIP”), along with Radians participated in
3 the Auction, and BBI was determined to be the winning bidder at the Auction with a purchase
4 price of \$25,250,000. The sale to BBI closed on November 14, 2017. In connection with the sale
5 closing, after taking into account various deposits and pro rations, BBI wire transferred a closing
6 payment of \$25,328,919, which is in addition to the \$1,000,000 deposit that BBI had provided to
7 the Debtors in advance of the Auction (the “BBI Deposit”) and is inclusive of the \$820,000
8 “Supplemental Payment” which, pursuant to the Sale Order, is to be maintained by the Escrow
9 Agent in segregated trust account separate from the balance of the sale proceeds pending further
10 order of the Court.

12 8. On January 12, 2018, the Debtors and the Equity Committee (the “Plan
13 Proponents”) filed and served the Plan and related notice of hearing on confirmation of the Plan.
14 Docket Nos. 383 & 383. A liquidating trust (the “Trust”) is being established under the Plan. *See*
15 Plan, at 45, 53. The Debtors and the proposed trustee (the “Trustee”) will execute the Trust
16 Agreement pursuant to the terms of the Plan. A copy of the Trust Agreement is attached as an
17 exhibit to the Plan. A slightly revised version of the Trust Agreement (which remains subject to
18 further revisions) is attached hereto as Exhibit “1.” The Trust shall become effective upon the
19 Effective Date of the Plan.

21 9. The Plan provides that the Trustee of the Trust will be proposed by the Equity
22 Committee and is subject to approval by the Court. The Trust Agreement appoints a Trustee for
23 the Trust and creates the Trust Board. The Trust Board is comprised of the same members of the
24 Equity Committee: Ronald Chez, Scott Jarus, and Patrick O’Brien.

26 C. **The Proposed Trustee and Compensation.**

28 10. Matthew Pliskin was employed by the Debtors shortly before their bankruptcy

1 filings to serve as the Debtors' Chief Financial Officer (the "CFO"), a position he has held
2 throughout the Cases. During the Cases, Mr. Pliskin has been getting paid compensation of
3 \$18,000 per month plus expenses. During his service to the Debtors, both pre- and post-petition,
4 Mr. Pliskin has accumulated a vast amount of institutional knowledge concerning the Debtors'
5 business, including the Debtors' corporate matters, assets, books and records, accounting and
6 cash management systems, creditors, employees, vendors, customers and contract parties, historic
7 financial performance, and pre-bankruptcy operations. Mr. Pliskin has also acquired critical
8 knowledge regarding various pre-petition events related to the Debtors' former officers and
9 various acts that led to, among other things, their resignation.

10
11 11. Since the Petition Date, Mr. Pliskin has played a central role in the management-
12 led liquidation of the Debtors' estates. The Debtors and the Equity Committee are confident that
13 Mr. Pliskin will continue his effective service to these estates' creditors and shareholders as
14 Trustee. The Debtors and the Equity Committee believe that it is critical that someone
15 knowledgeable about the Debtors' corporate affairs, historic operations, liquidation efforts, and
16 these chapter 11 cases be designated as Trustee in order to ensure a smooth transition to the Trust.
17 Anyone new to the Debtors and these Cases would need to spend a significant amount of time—
18 at great expense to these estates—familiarizing himself or herself with the Debtors' assets, books
19 and records, and these Cases. Thus, engagement of an "outsider" would likely delay the
20 conclusion of these Cases by at least several months if not longer. Employment of Mr. Pliskin as
21 Trustee, on the other hand, will ensure a smooth, efficient and cost-effective transition into the
22 next phase of the Debtors' liquidation through the Trust and also ensure that the Trust is capably
23 and efficiently administered. The Debtors and the Equity Committee therefore believe that
24 employing Mr. Pliskin as Trustee is in the best interests of the Debtors, their estates, their
25 creditors and shareholders.
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1 12. Additionally, the terms related to Mr. Pliskin's proposed services are reasonable,
2 as set forth in the Trustee Agreement and below. A copy of the Trustee Agreement (which is in
3 draft form) is attached hereto as Exhibit "2." The sole purpose of the Trustee Agreement is to
4 ensure that Mr. Pliskin is able and willing to serve as Trustee upon confirmation of the Plan.
5 Under the Trustee Agreement, Mr. Pliskin shall be paid \$300 per hour plus expenses.
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7 13. The Trustee Agreement includes, *inter alia*, the following relevant terms:

- 8 • Mr. Pliskin, as Trustee, will administer the Trust, and his duties shall include,
9 among other things, overseeing the wind up of the Debtors' businesses, the
10 pursuit of claims against certain parties and organizations, the distribution to
11 shareholders, and the dissolution of the Debtors, as well as any other services
12 reasonably requested by the Trust Board from time to time.
- 13 • The initial term (the "Initial Term") of Mr. Pliskin's employment as Trustee
14 will commence upon the effective date of the Plan (the "Effective Date"), and
15 continue through the date that is twelve months after the Effective Date, which
16 shall be extended on the anniversary of the Effective Date for a further twelve
17 (12) months unless the Trust Board provides Mr. Pliskin 30 days of notice in
18 advance of the extension date that the Trust Agreement shall terminate.
- 19 • Mr. Pliskin's compensation for his services to the Trust will consist of a fee of
20 \$300 per hour plus expenses, which shall be paid within five business days
21 following the completion of each monthly period, and which shall constitute
22 the sole compensation Mr. Pliskin receives for his services to the Trust.

23 14. The Debtors request that the Court approve the Trustee Agreement as being
24 reasonable and in the best interest of the Debtors' estates, creditors and shareholders.
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1 **D. The Proposed Compensation to the Trust Board.**

2 15. As set forth above, the Trust Agreement creates a Trust Board and provides that
3 the initial members of the Trust Board are Messrs. Chez, Jarus and O'Brien. *See* Trust
4 Agreement, Exhibit 1, Section 4.1. The resumes of each of the members of the Trust Board are
5 attached hereto as Exhibit "3."

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7 16. The Trust Board has the responsibility of making certain determinations in
8 accordance with the Trust Agreement and the Plan and serves an advisory role to the Trustee. *Id.*
9 Among other things, the Trust Agreement provides that the Trustee shall submit to the Trust
10 Board for its review and prior approval certain matters as set forth therein and any other matters
11 that the Trust Board may direct the Trustee to submit for its approval or that expressly require the
12 approval of the Trust Board pursuant to the terms of the Trust Agreement. For example, the Trust
13 Agreement provides that, in the event of (a) compromises of pending litigation, (b) sales, transfers
14 or abandonment of property with a value of more than \$50,000, or (c) claim settlements in which
15 the amount conceded to be due and owing by the Trustee exceeds \$100,000, the Trustee shall
16 obtain the approval of the Trust Board of the intended action. *See* Trust Agreement, Exhibit 1,
17 Section 5.4.

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19 17. The Trust Agreement also provides that "[e]ach of the Trust Board Members shall
20 be entitled to reasonable compensation for their activities on behalf of the Trust as costs of
21 administration as provided by Section 4.4 of this Agreement." *See* Trust Agreement, Exhibit 1,
22 Section 9.8.

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24 18. The Debtors and the Equity Committee propose that each member of the Trust
25 Board shall receive \$40,000 per year, plus expenses per year, paid quarterly in arrears, for their
26 Trust related Activities.

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28 19. The Debtors and the Equity Committee request that the Court approve the

1 compensation to each member of the Trust Board as being reasonable and in the best interest of
2 the Debtors' estates, creditors and shareholders.

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4 **IV.**
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6 **ARGUMENT**

7 Section 105(a) of the Bankruptcy Code³ provides in pertinent part that “[t]he court may
8 issue any order, process, or judgment that is necessary or appropriate to carry out the provisions
9 of this title.” Section 363(b) provides in pertinent part that “[t]he trustee, after notice and a
10 hearing, may use, sell, or lease, other than in the ordinary course of business, property of the
11 estate.” The use, sale or lease of property of the estate, other than in the ordinary course of
12 business, is authorized when a “sound business purpose” justifies such action. *See, e.g., In re*
13 *Del. & Hudson Ry.*, 124 B.R. 169, 176 (D. Del. 1991) (explaining that the Third Circuit has
14 adopted the “sound business purpose” test to evaluate motions brought pursuant to § 363(b)); *see*
15 *also Stephen Indus., Inc. v. McClung*, 789 F.2d 386, 390 (6th Cir. 1986) (adopting the “sound
16 business purpose” standard for sales proposed pursuant to § 363(b)); *Titusville Country Club v.*
17 *Pennbank (In re Titusville Country Club)*, 128 B.R. 396, 399 (Bankr. W.D. Pa. 1991) (same).
18 Pertinent factors include: (i) whether the proposed use is in the best interests of creditors; (ii)
19 whether the debtor has other options available to it; and (iii) whether the proposed use will
20 facilitate a plan of reorganization. *See In re Am. Dev. Corp.*, 95 B.R. 735, 739 (Bankr. C.D. Cal.
21 1989).

22 The Debtors and the Equity Committee believe that both securing Mr. Pliskin’s
23 commitment to serve as Trustee and compensating the Trust Board will accomplish a “sound
24 business purpose” and further the process of successfully completing the liquidation of the
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28 ³ All references to “sections” of the Bankruptcy Code herein are to sections of 11 U.S.C. § 101 et. seq., as amended.

1 Debtors' estates. As to Mr. Pliskin, it is critical that his commitment to serve as Trustee is secured
2 in order to ensure an efficient and cost-effective conclusion to these Cases. Through his service
3 to the Debtors, Mr. Pliskin has accumulated a vast amount of institutional knowledge concerning
4 the Debtors' businesses, their assets, creditors, etc. and is therefore uniquely positioned to serve
5 as the Trustee. Similarly, the members of the Equity Committee have accumulated a vast amount
6 of institutional knowledge concerning the Debtors' business as shareholders and through their
7 service as members of the Equity Committee throughout these Cases. Moreover, both Messrs.
8 Jarus and O'Brien have acquired institutional knowledge of the Debtors' operations and
9 background through their service as, among other things, former directors. Securing Mr. Pliskin's
10 commitment to serve as Trustee and the commitment of the three members of the Equity
11 Committee to serve on the Trust Board will ensure that a knowledgeable Trustee and Trust Board
12 is available to these estates once the Plan is confirmed, while also ensuring that the Trust is
13 capably and efficiently administered.

14 The Debtors and the Equity Committee believe that the terms of the Trustee Agreement
15 and the compensation to the members of the Trust Board are reasonable and will provide a
16 significant benefit to these estates by ensuring their willingness and availability to serve as
17 Trustee and members of the Trust Board. Moreover, the total proposed compensation is
18 materially less than a chapter 7 trustee's statutory fee under § 326 of the Bankruptcy Code,
19 which would be approximately \$448,620 if the chapter 7 trustee distributed the cash on hand in
20 the total sum of \$14,179,001. *See* Plan, at 67.

21 Additionally, this Motion and the relief sought herein is in furtherance of the Debtors' and
22 the Equity Committee's filing of the Plan. Upon approval of the relief requested herein, the
23 Debtors and the Equity Committee will have secured the services of individuals that can assume
24 the responsibilities of Trustee and the Trust Board immediately upon confirmation of the Debtors'
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1 Plan. Without this commitment, the Debtors and the Equity Committee would be required to
2 search for others to serve as trustee and potentially members of the Trust Board. Such a search
3 would result in increased administrative costs for these estates and likely delay confirmation and
4 implementation of the Plan. The Debtors and the Equity Committee believe that securing Mr.
5 Pliskin's and the members of the Trust Board's commitment is the most cost-effective means of
6 ensuring a smooth and efficient liquidation and distribution of estate assets and conclusion to
7 these Cases. Thus, approval of the Trustee Agreement and the compensation to the members of
8 the Trust Board is in the best interest of these estates, creditors and shareholders.

10 V.

11 **CONCLUSION**

12 WHEREFORE, the Debtors and the Equity Committee request that this Court enter an
13 order (i) approving the Trustee Agreement, (ii) making any payments payable to Mr. Pliskin and
14 the Trust Board members an administrative expense of these estates and binding on any successor
15 in interest to these estates, including, without limitation, any chapter 7 trustee, and (iii) granting
16 such further and other relief as is proper.

17 Dated: January 22, 2018

LEVENE, NEALE, BENDER, YOO & BRILL
L.L.P.
RON BENDER
KRIKOR J. MESHEFEJIAN

18 By: /s/ Ron Bender

19 KRIKOR J. MESHEFEJIAN
20 Attorneys for Debtors and Debtors in Possession

21 Dated: January 22, 2018

22 DENTONS US LLP
SAMUEL R. MAIZEL
TANIA M. MOYRON

23 By:

24 
25 TANIA M. MOYRON
26 Attorneys for the Official Committee of
27 Equity Holders

DECLARATION OF SCOTT JARUS

I, Scott Jarus, hereby declare as follows:

1. I am a member and the chairman of the Official Committee of Equity Security Holders (the “Equity Committee”) in the pending chapter 11 bankruptcy cases of ICPW Liquidation Corporation, a California corporation, formerly known as Ironclad Performance Wear Corporation, a California corporation (“ICPW California”), and ICPW Liquidation Corporation, a Nevada corporation, formerly known as Ironclad Performance Wear Corporation, a Nevada corporation (“ICPW Nevada” and collectively with ICPW California, the “Debtors”).

2. The Debtors each filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code on September 8, 2017 (“Petition Date”), and the Equity Committee was formed by the Office of the United States Trustee shortly thereafter. The three members of the Equity Committee are Ronald Chez, Patrick O’Brien, and me.

3. In that capacity, I have personal knowledge of the facts set forth herein, and, if called as a witness, I could and would testify competently with respect thereto.

4. I submit this Declaration in support of the *Motion For Entry Of Order*: (1) *Approving Agreement With Matthew Pliskin For Trustee Services; And (2) Approving Trust Board Compensation* (the “Motion”). The relief sought in the Motion is solely in the event the Court approves confirmation of the Plan (as defined below).

5. The Debtors and the Equity Committee filed the *Debtors' and the Official Committee of Equity Security Holders' Joint Plan of Liquidation Dated January 12, 2018* (the "Plan"), which I understand the Debtors and the Equity Committee filed with the Court on January 12, 2018, as Docket Number 383.

6. The Plan and the related trust agreement (the “Trust Agreement”) create a trust (the “Trust”) for the sole benefit of the shareholders of ICPW. The Trust Agreement is attached to

1 the Motion as Exhibit "1." The three members of the Equity Committee (Ronald Chez, Patrick
2 O'Brien, and me) will serve as the initial members of the Trust Board (the "Trust Board
3 Members"). A copy of the resume of each of the Trust Board Members is attached to the Motion
4 as Exhibit "3."

5 7. Subject to the approval of the Court and finalization of an agreement acceptable to
6 all parties (the "Trust Agreement"), the Debtors' current Chief Financial Officer, Matthew
7 Pliskin, has been selected by the Equity Committee to serve as the trustee (the "Trustee") of the
8 Trust. Under the Trustee Agreement, Mr. Pliskin will be paid \$300 per hour plus expenses.

9 8. Additionally, the Debtors and the Equity Committee in the Motion propose that
10 each of the Trust Board Members will be paid \$40,000 per year, plus expenses, paid quarterly in
11 arrears, for their Trust related activities.

12 9. I believe that the proposed compensation to Mr. Pliskin as Trustee and to the Trust
13 Board Members is reasonable and commensurate with their experience and the value they will
14 add to effectively and efficiently administer the Trust.

15 10. Thus, I believe approval of the Motion is in the best interest of these estates,
16 creditors and shareholders.

17 I declare under penalty of perjury that the foregoing is true and correct to the best of my
18 knowledge, information and belief.

19 Executed this 22nd day of January, 2018, at Dunedin, New Zealand

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SCOTT JARUS

DECLARATION OF MATTHEW PLISKIN

I, MATTHEW PLISKIN, declare:

1. I am the Chief Financial Officer (the “CFO”) of the Debtors. I was hired as the Debtors’ CFO shortly prior to the filing of the Debtors’ chapter 11 bankruptcy cases. I was requested by the Equity Committee to serve as the trustee (“Trustee”) of a trust established pursuant to the joint plan of liquidation (the “Plan”) that has been jointly proposed by the Debtors and the Equity Committee. I have agreed to serve as the Trustee in accordance with the terms of the Trustee Agreement.

2. I make this Declaration in support of the motion to which this Declaration is attached (the “Motion”). All of the facts set forth in this Declaration are based on my personal knowledge, upon information supplied to me by other employees of the Debtors or their professional advisors, upon my review of relevant documents, or upon my opinion based upon my experience and knowledge of the Debtors, their businesses, financial affairs and books and records. If called upon to testify with respect to the facts set forth herein, I could and would testify competently thereto, except for matters stated to be on information and belief, and as to such matters, I believe them to be true and correct.

3. I am currently being paid \$18,000 per month plus expenses for serving as the
Debtors' CEO

4. During my service to the Debtors, both pre- and post-petition, I have become very familiar with the Debtors' businesses, including the Debtors' corporate affairs, assets, books and records, accounting and cash management systems, creditors, including employees, vendors, customers and contract parties, historical financial performance and pre-bankruptcy operations.

5. The Debtors and the Equity Committee filed the *Debtors' and the Official Committee of Equity Security Holders' Joint Plan of Liquidation Dated January 12, 2018* (the

1 "Plan"), which I understand the Debtors and the Equity Committee filed with the Court on
2 January 12, 2018, as Docket Number 383. I understand that the Plan and the related trust
3 agreement (the "Trust Agreement") create a trust (the "Trust") for the sole benefit of
4 shareholders.

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6 6. I have reviewed and agreed to that certain agreement related to my proposed
7 services as trustee (the "Trustee Agreement") in connection with the Plan and the Trust
8 Agreement. I am willing to serve as Trustee of the Trust on the terms set forth in the Trustee
9 Agreement, the Trust Agreement and the Plan.

10 I declare under penalty of perjury that the foregoing is true and correct.

11 Executed this 22nd day of January 2018, at Tampa, Florida.

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15 Matthew Pliskin

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EXHIBIT "1"

DRAFT

TRUST AGREEMENT

This Trust Agreement (the “Agreement”), dated as of [REDACTED], 2018, is by and among ICPW Liquidation Corporation, a California corporation, formerly known as Ironclad Performance Wear Corporation, a California corporation (“ICPW California”), and ICPW Liquidation Corporation, a Nevada corporation, formerly known as Ironclad Performance Wear Corporation, a Nevada corporation (“ICPW Nevada” and collectively with ICPW California, the “Debtors”), as settlors, and Mathew Pliskin, as the trustee of the Trust referred to herein (the “Trustee”), and is executed in connection with and pursuant to the terms of the Joint Plan of Liquidation Dated January 12, 2018 (“Plan”) that was jointly proposed by the Debtors and the Official Committee of Equity Security Holders (the “OCEH”), which provides for, among other things, the establishment of a trust evidenced hereby (the “Trust”).

WITNESSETH

WHEREAS, on September 8, 2017, the Debtors filed voluntary petitions pursuant to Chapter 11 of the Bankruptcy Code with the Bankruptcy Court;

WHEREAS, on February [REDACTED], 2018, the Bankruptcy Court entered its order confirming the Plan (the “Confirmation Order”);

WHEREAS, the Trust is created pursuant to the Plan;

WHEREAS, the Trust is created on behalf, and for the sole benefit, of the shareholders of ICPW Nevada (the “Shareholders” or the “Trust Beneficiaries”), as set forth in the Plan and provided herein;

WHEREAS, the Trust is established for the purpose of collecting, distributing and liquidating all of the funds and property assigned to the Trust and pursuing claims and causes of action assigned to the Trust under the Plan (the “Trust Corpus”) for the benefit of the Trust Beneficiaries in accordance with the terms of this Agreement and the Plan;

WHEREAS, the Trust shall have no objective or authority to continue or to engage in the conduct of any trade or business;

WHEREAS, the Plan provides that the Trust Beneficiaries are entitled to their applicable share of the Trust Corpus, all as described generally in the Plan;

WHEREAS, concurrently with the effectiveness of this Agreement, the Effective Date under the Plan has occurred, the Plan has become effective, and the Debtors have been conclusively deemed to have conveyed the assets of the Debtors’ estates (the “Trust Property”)

to the Trust (except as specifically set forth in the Plan), and the Trustee will cause the Debtors to be dissolved pursuant to the terms of the Plan;

WHEREAS, pursuant to the Plan, the Debtors, the Trustee, and the Trust Beneficiaries are required to treat, for all federal income tax purposes, the transfer of the Trust Property to the Trust as a transfer of the Trust Property by the Debtors to the Trust Beneficiaries in satisfaction of their class 2 interests under the Plan, followed by a transfer of the Trust Property by the Trust Beneficiaries to the Trust in exchange for the beneficial interest herein, and to treat the Trust Beneficiaries as the grantors and owners of the Trust for federal income tax purposes;

WHEREAS, the Trust is intended to qualify as a liquidating trust for federal income tax purposes pursuant to Treasury Regulation Section 301.7701-4(d), and to be treated as a grantor trust for federal income tax purposes pursuant to Sections 671 through 679 of the Internal Revenue Code;

WHEREAS, pursuant to the Plan and the Plan Confirmation Order, the Bankruptcy Court has approved Mathew Pliskin to serve as the Trustee of the Trust;

WHEREAS, pursuant to the Plan and the Plan Confirmation Order, the Bankruptcy Court has approved Scott Jarus, Ron Chez, and Patrick O'Brien to serve as the members of the Trust Board;

WHEREAS, the Bankruptcy Court shall have jurisdiction over the Trust, the Trustee, the Trust Property, including, without limitation, any claims and causes of action, as provided herein and in the Plan; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein and in the Plan, the Debtors and the Trustee agree as follows:

ARTICLE I DEFINITIONS AND INTERPRETATIONS

1.1 Definitions.

1.1.1 “Agreement” shall have the meaning set forth in the introductory paragraph to this Agreement.

1.1.2 “Bankruptcy Court” shall have the meaning set forth in the introductory paragraph to this Agreement.

1.1.3 “Debtors” shall have the meaning set forth in the introductory paragraph to this Agreement.

1.1.4 “Effective Date” shall have the meaning set forth in the Plan.

1.1.5 “Trust Property” shall mean the Trust Corpus (as defined in the Recitals to this Agreement) and shall include all of the assets assigned to the Trust under the Plan.

1.1.6 “Trust” shall have the meaning set forth in the introductory paragraph to this Agreement.

1.1.7 “Trustee” shall mean (x) initially, the person named in the introductory paragraph to this Agreement as the Trustee, and (y) any successors or replacements duly appointed under the terms of this Agreement.

1.1.8 “Trust Beneficiaries” shall have the meaning set forth in the Recitals to this Agreement, or any successors to such Trust Beneficiaries pursuant to Section 7.6 of this Agreement.

1.1.9 “Plan” shall have the meaning set forth in the introductory paragraph to this Agreement.

1.2 Use of Plan Definitions. All capitalized terms which are used in this Agreement and not otherwise defined herein shall have the same meaning set forth in the Plan. In the case of any inconsistency between the terms of this Agreement and the terms of the Plan, the terms of the Plan shall govern and control.

1.3 Certain References. Reference in this Agreement to any Section or Article is, unless otherwise specified, to such section or article under this Agreement. The words “hereof,” “herein,” and similar terms shall refer to this Agreement and not to any particular section or article of this Agreement.

ARTICLE II ESTABLISHMENT, PURPOSE AND FUNDING OF TRUST

2.1 Creation and Name. There is hereby created the Trust, referred to in the Plan. The Trustee may conduct the affairs of the Trust under the name of the “ICPW Nevada Trust.”

2.2 Purpose of the Trust. The Debtors and the Trustee, pursuant to the Plan and in accordance with Title 11 of the United States Code (the “Bankruptcy Code”), hereby create the Trust for the purpose of (i) collecting, distributing, liquidating and otherwise disposing of all of the funds and property in the Trust for the benefit of the Trust Beneficiaries in accordance with the terms of this Agreement and the Plan, (ii) causing all proceeds of Trust Property to be deposited into the Trust in accordance with the Plan and this Agreement, (iii) controlling, defending, prosecuting settling, and/or pursuing the resolution or litigation of all claims, rights, Transferred Claims and Causes of Action included in the Trust Property, in each such case, in accordance with the Plan and this Agreement, (iv) overseeing and, where appropriate, directly initiating actions to resolve any remaining issues regarding the allowance and payment of Disputed Claims or any other claims that require resolution, including, as necessary, initiation and/or participation in proceedings before the Bankruptcy Court, and (v) taking such actions permitted hereunder that are necessary or useful to maximize the value of the Trust including, without limitation, the borrowing of funds and the retention of employees. The activities of the Trust shall be limited to those activities set forth herein and as otherwise contemplated by the Plan. The Trustee understands and agrees that the Trust has no objective to continue or engage in the conduct of any trade or business, except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Trust.

2.2 Transfer of Trust Property.

2.2.1 The Debtors hereby grant, release, assign, convey, transfer and deliver, for the benefit of the Trust Beneficiaries, pursuant to Sections 1123(a)(5)(B) and 1123(b)(3)(B) of the Bankruptcy Code and in accordance with the Plan and the Plan Confirmation Order, the Trust Property to the Trust for the uses and purposes as specified in this Agreement and the Plan, free and clear of any and all liens, claims, encumbrances and interests (legal, beneficial or otherwise) of all other entities to the maximum extent contemplated by and permissible under Section 1141(c) of the Bankruptcy Code. The Debtors or the Liquidating Debtor shall from time to time as and when reasonably requested by the Trustee execute and deliver or cause to be executed and delivered all such documents (in recordable form where necessary or appropriate), and the Debtors or the Liquidating Debtor shall take or cause to be taken such further action as the Trustee may reasonably deem necessary or appropriate, to vest or perfect in or confirm to the Trustee title to and possession of the Trust Property.

2.2.2 Except as expressly provided herein or as provided in the Plan Confirmation Order, in no event shall any part of the Trust Property revert to or be distributed to any of the Debtors.

2.2.3 For all federal, state and local income tax purposes, the Debtors, the Trust Beneficiaries, and the Trustee shall treat the transfer of the Trust Property to the Trust as a transfer of the Trust Property by the Debtors to the Trust Beneficiaries in satisfaction of their class 2 interests under the Plan, followed by a transfer of the Trust Property by the Trust Beneficiaries to the Trust in exchange for their beneficial interests in the Trust. Thus, the Trust Beneficiaries shall be treated as the grantors and owners of the Trust.

2.3 Securities Law. Under Section 1145 of the Bankruptcy Code, the issuance of beneficial interests in the Trust to the Trust Beneficiaries under the Plan, to the extent such interests are deemed to be "securities," shall be exempt from registration under the Securities Act of 1933, as amended, and all applicable state and local laws requiring registration of securities. If the Trustee determines, with the advice of counsel, that the Trust is required to comply with the registration and reporting requirements of the Securities and Exchange Act of 1934, as amended, or the Investment Company Act of 1940, as amended, then the Trustee shall take any and all actions to comply with such reporting requirements and file necessary periodic reports with the Securities and Exchange Commission.

ARTICLE III APPOINTMENT, DUTIES, AND POWERS OF THE TRUSTEE.

3.1 Appointment. Mathew Pliskin hereby acknowledges his acceptance of his appointment as the Trustee, to serve pursuant to the terms of the Plan and this Agreement, until such time as he resigns, is removed or discharged, or this Agreement and the Trust terminate as hereinafter set forth.

3.2 Trustee's Duties. The duties, obligations, and responsibilities of the Trustee shall include, but not be limited to, the following: (a) oversee the preservation, holding, management and maximization of all Trust Property and distribute them to the Trust Beneficiaries; (b) take or not take those actions which the Trustee in his business discretion believes to be in accordance

with the best interests of the Trust Beneficiaries and which actions or inactions are consistent with the Plan.

The Trustee's responsibilities, duties and obligations are solely to the Trust Beneficiaries. The Trustee shall have an independent right and standing to request relief from the Bankruptcy Court which the Trustee believes to be in accordance with the best interests of the Trust Beneficiaries. For purposes of performing his duties and fulfilling his obligations under the Plan, this Agreement, and the Plan Confirmation Order, the Trustee shall be deemed to be a "party in interest" within the meaning of Section 1109(b) of the Bankruptcy Code and a representative of the Debtors' bankruptcy estates under Bankruptcy Code section 1123(b)(3) and 1129(a)(5).

Within thirty (30) days following the end of each calendar quarter, the Trustee shall provide each member of the Trust Board with the actual Trust expenses paid or incurred during the preceding calendar quarter, from time to time, such other financial information the Trust Board may reasonably request.

The Trustee shall be available from time to time on reasonable notice to report to the Trust Board regarding the status of (i) the administration of the Trust, (ii) the collection and distribution of the Trust Property, and (iii) the status of all litigation. Upon reasonable request by the Trust Board, the Trustee shall promptly prepare, or cause to be prepared, such statistical data and written and oral reports as are reasonably necessary to keep the Trust Board or the Trust Beneficiaries, as the case may be, fully apprised of the condition and status of the Trust Property and any other activities of the Trust hereunder

3.3 Trustee's Rights, Powers and Privileges and Limitations Thereto.

The Trustee's rights, powers and privileges and the limitations thereto are set forth below in Sections 5.1 and 5.4, respectively.

ARTICLE IV TRUST BOARD

4.1 Trust Board. The initial members of the board of the Trust (the "Trust Board") shall be Scott Jarus, Ron Chez and Patrick O'Brien (the "Trust Board Members"). The Trust Board shall make certain determinations, in accordance with this Agreement and the Plan. Approval of a majority of the Trust Board Members shall be required for the Trust Board to act, provided that the Trust Board may delegate responsibility for discrete issues or decisions to one or more of the Trust Board Members. The Trust Board shall have the rights and powers set forth herein. In the event that a Trust Board shall not continue to exist under this Agreement, all references herein to required approval or other action of such Trust Board shall be of no force or effect. The Trust Board Members, by a majority vote, shall have the right to increase or to decrease the number of the Trust Board Members.

4.2 Approval of the Trust Board. Notwithstanding anything in this Agreement to the contrary, the Trustee shall submit to the Trust Board for its review and prior approval the matters set forth in Section 5.4 and any other matters that the Trust Board may direct the Trustee to submit for its approval or that expressly require the approval of the Trust Board pursuant to the terms of this Agreement.

4.3 Resignation/Replacement of a Trust Board Member. In the event that a Trust Board Member resigns, the remaining Trust Board Members, along with the Trustee, shall by majority vote select a replacement to serve on the Trust Board, if they deem it advisable and practicable.

4.4 Compensation and Indemnification. Each of the Trust Board Members shall be entitled to reasonable compensation for their activities on behalf of the Trust. The terms of such compensation shall be subject to the approval of the Court on or prior to the Effective Date after notice and hearing upon the joint motion of the Plan Proponents, but shall not be subject to the limitations of § 326 of the Bankruptcy Code. Each of the Trust Board Members shall be indemnified as set forth below in Section 8.3.

4.5 Confidentiality. Each of the Trust Board Members shall, while serving as a Trust Board Member under this Agreement and for a period of twelve (12) months following the termination of this Agreement or following his removal or resignation from the Trust Board, hold strictly confidential and not use for personal gain any material, non-public information of or pertaining to any entity to which any of the Trust Property relate or of which he/she has become aware in his capacity as a Trust Board Member.

ARTICLE V ADMINISTRATION OF THE TRUST

5.1 Rights, Powers and Privileges. The Trustee shall have only the rights, powers and privileges expressly provided in this Agreement and the Plan. Subject to the Trust Board's right of advice and comment discussed herein, the Trustee shall have the power to take the actions granted in the subsections below and any powers reasonably incidental thereto, which the Trustee, in his reasonable discretion, deems necessary or appropriate to fulfill the purpose of the Trust, unless otherwise specifically limited or restricted by the Plan or this Agreement:

5.1.1 make continuing efforts to collect on, sell, or otherwise liquidate or dispose of Trust Property, and take any of the actions set forth in this Agreement without the approval of the Bankruptcy Court and free of the restrictions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Bankruptcy Rules, other than restrictions expressly imposed by the Plan, the Plan Confirmation Order or this Agreement;

5.1.2 file, initiate, analyze, investigate, compromise and settle all causes of action that are Trust Property, including all Transferred Claims and Causes of Action, which could be brought by a trustee or debtor-in-possession under the Bankruptcy Code, and prosecute or defend all appeals on behalf of any of the Debtors, as representative of the Debtors within the meaning of section 1123(b)(3)(B) of the Bankruptcy Code; provided, however, that the Trust Board must unanimously take any decision to initiate, settle or compromise any litigation in the name of the Trust or the Debtors against any former officer or director of the Debtors;

5.1.3 subject to the proviso contained in Section 5.1.2, commence and/or pursue any and all actions involving Trust Property that could arise or be asserted at any time, unless otherwise waived or relinquished in the Plan, including all Transferred Claims and Causes of Action;

5.1.4 hold legal title to any and all rights of the Debtors and the Trust Beneficiaries in or arising from the Trust Property;

5.1.5 subject to the proviso contained in Section 5.1.2, protect and enforce the rights to the Trust Property (including, without limitation, any and all causes of action, including the Transferred Claims and Causes of Action, that are Trust Property) vested in the Trustee by this Agreement and the Plan by any method deemed appropriate including, without limitation, by judicial proceedings or otherwise;

5.1.6 subject to the proviso contained in Section 5.1.2, compromise, adjust, arbitrate, sue on or defend, abandon, or otherwise deal with and settle, in accordance with the terms of this Agreement, claims in favor of or against the Trust;

5.1.7 exercise any and all powers granted to the Trustee by any agreements or by common law or any statute which serves to increase the extent of the powers granted to the Trustee hereunder;

5.1.8 subject to the proviso contained in Section 5.1.2, manage all litigation instituted by or against the Trust or the Trustee, and administer the Trust expenses related thereto;

5.1.9 determine and satisfy any and all liabilities created or incurred by the Trust;

5.1.10 administer the Stock Incentive Plan;

5.1.11 effectuate the wind down and ultimate dissolution of the Debtors as legal entities;

5.1.12 address any outstanding issues with the SEC;

5.1.13 file, if necessary, any and all tax and information returns with respect to the Trust and pay taxes properly payable by the Trust, if any;

5.1.14 request any appropriate tax determination with respect to the Trust;

5.1.15 in reliance upon the official claims register maintained in the Debtors' chapter 11 cases, maintain on the Trustee's books and records a schedule evidencing the beneficial interest herein held by each of the Trust Beneficiaries;

5.1.16 make timely distributions to the Trust Beneficiaries of Trust Property in accordance with this Agreement;

5.1.17 open and maintain bank accounts on behalf of or in the name of the Trust;

5.1.18 make all tax withholdings, file tax information returns, make tax elections by and on behalf of the Trust and file returns for the Trust;

5.1.19 establish such reserves for, among other things, payment of taxes, assessments, Trustee's fees and professional fees and other expenses of administration of the Trust as the Trustee deems to be necessary and appropriate for the proper operation of matters incident to the Trust;

5.1.20 pay all expenses and make all other payments relating to the Trust Property and the administration of the Trust;

5.1.21 retain and pay third parties pursuant to Section 5.2 hereof;

5.1.22 obtain insurance coverage or a bond with respect to the liabilities and obligations of the Trustee and the Trust Board Members under this Agreement (in the form of an errors and omissions policy or otherwise) and use Trust Property to obtain and maintain the same;

5.1.23 employ and compensate professionals as the Trustee deems necessary and appropriate;

5.1.24 pay post-Effective Date quarterly fees to the U.S. Trustee;

5.1.25 prepare and file post-confirmation quarterly reports with the U.S. Trustee and post-confirmation status reports with the Bankruptcy Court as required;

5.1.26 all powers provided under the Plan to the Trustee;

5.1.27 invest any moneys held as part of the Trust Property in accordance with the terms of Section 5.3 hereof; and

5.1.28 terminate the Trust consistent with the terms of this Agreement and the Plan and not unduly prolong the duration of the Trust.

5.2 Agents and Professionals. The Trustee may, but shall not be required to, consult with and retain attorneys, accountants, appraisers, or other parties deemed by the Trustee to have qualifications necessary to assist in the proper administration of the Trust. The Trustee may pay the reasonable salaries, fees and expenses of such persons (including himself), including contingency fees, out of the Trust Property in the ordinary course to the extent permitted herein.

5.3 Investment and Safekeeping of Trust Property. All monies and other Trust Property received by the Trustee shall, until distributed or paid over as herein provided, be held in the Trust for the benefit of the Trust Beneficiaries, but need not be segregated from other Trust Property, unless and to the extent required by law or the Plan. The Trustee shall be under no liability for interest or producing income on any moneys received by the Trust and held for distribution or payment to the Trust Beneficiaries, except as such interest shall actually be received by the Trustee. Investments of any moneys held by the Trustee shall be administered in view of the manner in which individuals of ordinary prudence, discretion and judgment would act in the management of their own affairs. For the removal of doubt, the investment powers of the Trustee, other than those reasonably necessary to maintain the value of the Trust Property and to further the liquidating purpose of the Trust, are limited to powers to invest in demand and

time deposits, such as short-term certificates of deposits, in banks or other savings institutions, or other temporary, liquid investments, such as treasury bills.

5.4 Limitations on Trustee and Payment of Fees. The Trustee shall not at any time, on behalf of the Trust or Trust Beneficiaries: (i) enter into or engage in any trade or business, and no part of the Trust Property or the proceeds, revenue or income therefrom shall be used or disposed of by the Trust in furtherance of any trade or business, or (ii) except as provided below, reinvest any Trust Property.

In the event of (a) compromises of pending litigation, (b) sales, transfers or abandonment of property with a value of more than \$50,000, or (c) claim settlements in which the amount conceded to be due and owing by the Trustee exceeds \$100,000, the Trustee shall (i) obtain the approval of the Trust Board of the intended action, and (ii) file with the Bankruptcy Court and serve upon the Office of the United States Trustee and any other party filing a request for special notice after the Plan's Effective Date a notice of intended action describing the Trustee's intended course of action and the justifications therefor, and providing a 10-day period from the date of such notice for the filing of an objection and request for hearing on the same. In the absence of any objection and request for hearing, the Trustee shall be free to take the action described in the notice without further order of the Bankruptcy Court. If an objection and request for hearing is filed, the Trustee will give at least 7 days' notice of the hearing date obtained from the Bankruptcy Court. Additionally, in all such matters the Trustee shall look to the Trust Board for advice and comment prior to filing any notice of intended action.

5.4.1 Trustee's Fees. The Trustee and any of his professionals shall prepare monthly an invoice detailing hours, rate, employee and tasks performed and submit a copy of the monthly invoice via email to the Trust Board in order to consult with them and obtain their comments, if any. A majority of the Trust Board shall have ten days from the receipt of the invoice to object in writing to the payment of the Trustee's fees/expenses and the fees/expenses of any professionals retained by the Trustee stating in writing the reason for the objection in detail. If there is no timely objection to any such fees and expenses, the Trustee can pay the monthly invoice immediately out of the Trust Property. If there is a timely objection, the Trustee has five days to consult with the Trust Board and if they cannot resolve the objection, the Trustee can file a notice with the Bankruptcy Court setting a hearing for the Bankruptcy Court to determine whether to allow any such disputed fees/expenses. Any such hearing shall not be on less than seven days' notice.

5.4.2 The Trustee may invest funds held in the Trust consistent with the requirements of this Agreement and the prudent person standard of care, provided that the Trustee shall have no liability in the event of insolvency of any financial institution in which he/she has invested any funds of the Trust to the extent such institution, is on the list of approved depositories by the United States Trustee.

5.4.3 The Trustee shall hold, collect, conserve, protect and administer the Trust in accordance with the provisions of this Agreement and the Plan, and pay and distribute amounts as set forth herein for the purposes set forth in this Agreement. Any determination by the Trustee as to what actions are in the best interests of the Trust shall be determinative, except

to the extent this Agreement requires Trustee to obtain the prior approval of, or to consult with, the Trust Board.

5.5 Bankruptcy Court Approval of Trustee Actions. Except as provided in the Plan or otherwise specified in this Agreement, the Trustee need not obtain the approval of the Bankruptcy Court in the exercise of any power, rights, or discretion conferred hereunder or account to the Bankruptcy Court. The Trustee shall exercise his business judgment for the benefit of the Trust Beneficiaries in order to maximize the value of the Trust Property and distributions, giving due regard to the cost, risk, and delay of any course of action. Notwithstanding the foregoing, the Trustee shall have the right to submit to the Bankruptcy Court any question or questions regarding which the Trustee may desire to have explicit direction and/or approval of the Bankruptcy Court with respect to the Trust Property, the Trust, this Agreement, the Plan, or the Debtors. The Trustee also shall have the authority, but not the obligation, to seek Bankruptcy Court approval to sell any Trust Property free and clear of any and all liens, claims and encumbrances.

5.6 Valuation of Trust Property. The Trustee shall make best efforts to understand and apprise the Trust Beneficiaries of the fair market value of the Trust Property. The valuation shall be used consistently by all parties (including the Trustee and Trust Beneficiaries) for all federal income tax purposes. Any dispute regarding the valuation of Trust Property shall be resolved by the Bankruptcy Court.

ARTICLE VI DISTRIBUTIONS FROM THE TRUST

6.1 Distributions. The Trustee shall distribute at least annually to the Trust Beneficiaries all net cash income plus all net cash proceeds from the liquidation of Trust Property; provided, however, that the Trustee shall maintain at all times adequate cash or marketable securities as reserves as may be reasonably necessary to maintain the value of the Trust Property, satisfy projected expenses and to meet claims and contingent liabilities of the Trust. . The Trustee shall consult with the Trust Board as to the amounts of any reserve, and subject to Section 5.5 of this Agreement may request the Bankruptcy Court to resolve any dispute regarding the adequacy of reserves.

6.2 Pro Rata Share of Distributions. Each of the Trust Beneficiaries shall receive its share or pro rata share (as applicable) of any and all distributions made by the Trustee. The Trustee may withhold from amounts distributable to any Trust Beneficiary any and all amounts, determined in the Trustee's reasonable sole discretion to be required by any law, regulation, rule, ruling, directive or other governmental requirement.

6.3 Delivery of Distributions. All distributions to be made to the Trust Beneficiaries shall be made by the Trustee to the best known address of the Trust Beneficiaries.

6.4 Undelivered Property. Any Shareholder which fails to claim any cash within 180 days from the date upon which a distribution is first made to such entity shall forfeit all rights to any distribution under the Plan, and shall not be subject to the unclaimed property or escheat laws of any governmental unit. Upon forfeiture, such cash (including interest thereon) shall be

made available for re-distribution to all Shareholders. Shareholders or holders of Allowed Claims under the Plan who fail to claim cash shall forfeit their rights thereto and shall have no claim whatsoever against the Liquidating Debtor and/or the Trustee, as applicable, or any holder of an Allowed Claim or interest to whom distributions are made under the Plan, provided, however, that the Trustee may, but is not required to undertake reasonable efforts, in its business judgment, to locate Shareholders whose distributions are returned as undeliverable or whose checks are not timely cashed.

6.5 De Minimis Distributions. No distribution shall be required to be made hereunder to any Trust Beneficiary unless such distribution will amount to at least \$25.00. Any Trust Beneficiary on account of which the amount of cash to be distributed pursuant to any distribution from the Trust is less than \$25.00 shall be deemed to have no claim for such distribution against the Debtors, the Trust, the Trustee or the Trust Property. Subject to Section 6.4 of this Agreement, any cash not distributed pursuant to this Section 6.5 shall be the property of the Trust free of any restrictions thereon.

6.6 Payments Limited to Trust Property. All payments to be made by the Trustee to or for the benefit of any Trust Beneficiary shall be made only to the extent that the Trustee has sufficient reserves to make such payments in accordance with this Agreement and the Plan. Each Trust Beneficiary shall have recourse only to the Trust Property for distribution under this Agreement and the Plan.

6.7 Fees and Expenses.

6.7.1 Subject to the limitations set forth herein and in the Plan, the Trustee shall pay and/or reserve for the operating and administrative expenses of the Trust before approving distributions to or for the benefit of the Trust Beneficiaries.

6.7.2 The Trustee shall satisfy any fees and expenses of the Trust with Trust Property.

6.8 Priority of Distributions. Any recovery by the Trust on account of the Trust Property shall be applied in the following order:

(i) first, to pay and/or reserve for any unpaid or reasonably anticipated costs and expenses of the Trust, including, without limitation, reasonable professional fees and expenses and court costs;

(ii) second, distributed to the Trust Beneficiaries in accordance with this Agreement and the Plan.

6.9 Compliance with Laws. Any and all distributions of Trust Property shall be in compliance with applicable laws, including, but not limited to, applicable federal and state securities laws.

ARTICLE VII **TRUST BENEFICIARIES**

7.1 Identification of the Trust Beneficiaries. Each of the Trust Beneficiaries shall be recorded and set forth in a schedule (the “Schedule”) maintained by the Trustee expressly for such purpose based upon the record holders of stock of ICPW Nevada on the later of (i) the date on which the Plan confirmation hearing is held (which is expected to be on February 12, 2018 – the “Plan Confirmation Hearing”), (ii) the date on which the Court enters an order confirming the Plan, and (iii) such other date not less than two days after FINRA has agreed to halt trading in shares of ICPW Nevada (the “Record Date”). As set forth in the Plan, the Debtors, with the full support of OECH, will advise FINRA of the proposed Record Date not less than ten (10) days in advance of such date. As set forth in the Plan, all of the outstanding shares of common stock of ICPW Nevada (the “Common Stock”) existing on the Effective Date will be cancelled, and the record holders who owned shares of Common Stock on the Record Date will become holders of non-transferable beneficial interests in the Trust in exchange for those shares. In order to determine the actual names and addresses of the Trust Beneficiaries, the Trustee may either (i) rely upon the Schedule, or (ii) deliver a notice to the Trust Beneficiaries. Such notice will include a form for each Trust Beneficiary to complete in order to be properly registered as a Trust Beneficiary and be eligible for distributions under the Trust.

7.2 Beneficial Interest Only. The ownership of a beneficial interest in the Trust shall not entitle any Trust Beneficiary or the Debtors to any title in or to the Trust Property or to any right to call for a partition or division of such Trust Property or to require an accounting, except as specifically provided herein.

7.3 Ownership of Beneficial Interests Hereunder. Subject to the requirements and limitations of this Agreement, each Trust Beneficiary shall own a beneficial interest in the Trust equal in proportion to such Trust Beneficiary’s pro rata share of the stock of ICPW Nevada owned by such Trust Beneficiary.

7.4 Evidence of Beneficial Interest. Ownership of a beneficial interest in the Trust shall not be evidenced by any certificate, security, or receipt or in any other form or manner whatsoever, except as maintained on the books and records of the Trust by the Trustee, including the Schedule.

7.5 Conflicting Claims. If any conflicting claims or demands are made or asserted with respect to a beneficial interest, the Trustee shall be entitled, at its sole election, to refuse to comply with any such conflicting claims or demands. In so refusing, the Trustee may elect to make no payment or distribution with respect to the beneficial interest represented by the claims or demands involved, or any part thereof, and the Trustee shall refer such conflicting claims or demands to the Bankruptcy Court, which shall have exclusive jurisdiction over resolution of such conflicting claims or demands. In so doing, the Trustee shall not be or become liable to any party for his refusal to comply with any of such conflicting claims or demands. The Trustee shall be entitled to refuse to act until either (a) the rights of the adverse claimants have been adjudicated by a final order or (b) all differences have been resolved by a written agreement among all of such parties and the Trustee, which agreement shall include a complete release of the Trust and the Trustee (the occurrence of either (a) or (b) being referred to as a “Dispute

Resolution" in this Section 7.5). Until a Dispute Resolution is reached with respect to such conflicting claims or demands, the Trustee shall hold in a segregated interest-bearing account with a United States financial institution any payments or distributions from the Trust to be made with respect to the Beneficial Interest at issue. Promptly after a Dispute Resolution is reached, the Trustee shall transfer the payments and distributions, if any, held in the segregated account, together with any interest and income generated thereon, in accordance with the terms of such Dispute Resolution.

7.6 Limitation on Transferability. It is understood and agreed that the beneficial interests in the Trust shall not be assignable, other than by operation of law.

ARTICLE VIII **THIRD PARTY RIGHTS, LIMITATION OF LIABILITY AND INDEMNITY**

8.1 Parties Dealing With the Trustee. In the absence of actual knowledge to the contrary, any person dealing with the Trust or the Trustee shall be entitled to rely on the authority of the Trustee or any of the Trustee's agents to act in connection with the Trust Property. No person or entity dealing with the Trustee shall have any obligation to inquire into the validity or expediency or propriety of any transaction by the Trustee or any agent of the Trustee.

8.2 Trustee's Liability. In exercising the rights granted herein, the Trustee shall exercise his best judgment to the end that the affairs of the Trust shall be properly managed and the interests of all the Trust Beneficiaries and the Debtors are safeguarded.

8.3 Indemnity. The Trustee, the members of the Trust Board (other than with respect to expenses of counsel for the individual members), and each of their respective agents, employees, officers, directors, professionals, attorneys, accountants, advisors, representatives and principals (collectively, the "Indemnified Parties") shall be indemnified and held harmless by the Trust, to the fullest extent permitted by law, solely from the Trust Property for any losses, claims, damages, liabilities and expenses, including, without limitation, reasonable attorneys' fees, disbursements and related expenses which the Indemnified Parties may, incur or to which the Indemnified Parties may become subject in connection with any action, suit, proceeding or investigation brought or threatened against one or more of the Indemnified Parties on account of the acts or omissions of an Indemnified Party solely in its capacity as such; provided, however, that the Trust shall not be liable to indemnify any Indemnified Party for any act or omission constituting bad faith, fraud or willful misconduct by such Indemnified Party. Notwithstanding any provision herein to the contrary, the Indemnified Parties shall be entitled to obtain advances from the Trust to cover their reasonable expenses of defending themselves in any action brought against them as a result of the acts or omissions, actual or alleged, of an Indemnified Party in its capacity as such; provided, however that the Indemnified Parties receiving such advances shall repay the amounts so advanced to the Trust upon the entry of a Final Order finding that such Indemnified Parties were not entitled to any indemnity under the provisions of this Section 8.3. The foregoing indemnity in respect of any Indemnified Party shall survive the termination of such Indemnified Party from the capacity for which it is indemnified.

ARTICLE IX SELECTION, REMOVAL AND COMPENSATION OF TRUSTEE

9.1 Initial Trustee. The Trustee shall be Mathew Pliskin.

9.2 Term of Service. The Trustee shall serve until (a) the completion of all the Trustee's duties, responsibilities and obligations under this Agreement and the Plan; (b) termination of the Trustee in accordance with this Agreement; or (c) the Trustee's death, resignation or removal.

9.3 Removal of a Trustee. Any person serving as the Trustee may be removed, with or without cause, by the Trust Board. The removal shall be effective on the date specified in such action by the Trust Board, subject to the payment of all amounts owing to the Trustee as of such date. Additionally, any person serving as Trustee may be removed at any time by an order of the Bankruptcy Court on notice to the Trustee and the Trust Board, and a determination by the Bankruptcy Court that such removal is appropriate upon a showing of good cause. The removal shall be effective on the date specified in the order. In the event of any removal, the Trustee shall render to the Trust Board a full and complete accounting of monies and Trust Property received, disbursed, and held during the term of office of that Trustee.

9.4 Resignation of Trustee. The Trustee may resign at any time by giving the Trust Board at least ninety (90) days written notice of his intention to do so. In the event of a resignation, the resigning Trustee shall render to the Trust Board a full and complete accounting of monies and Trust Property received, disbursed, and held during the term of office of that Trustee. The resignation shall be effective on the later to occur of: (i) the date specified in the notice; or (ii) the appointment of a successor Trustee by the Trust Board and the acceptance by such successor of such appointment; *provided*, that if a successor Trustee is not appointed or does not accept his/her appointment within ninety (90) days following delivery of notice of resignation, the resigning Trustee may petition the Bankruptcy Court for the appointment of a successor Trustee.

9.5 Appointment of Successor Trustee. Upon the resignation, death, incapacity, or removal of the Trustee, the Trust Board shall nominate a successor Trustee to fill the vacancy so created, which successor Trustee appointment shall be subject to the approval by the Bankruptcy Court. Any successor Trustee so appointed shall consent to and accept in writing the terms of this Agreement and agrees that the provisions of this Agreement and the Plan shall be binding upon and inure to the benefit of the successor Trustee.

9.6 Powers and Duties of Successor Trustee. A successor Trustee shall have all the rights, privileges, powers, and duties of his/her predecessor under this Agreement and the Plan. Notwithstanding anything to the contrary herein, a removed or resigning Trustee shall, when requested in writing by the successor Trustee, execute and deliver an instrument or instruments conveying and transferring to such successor Trustee under the Trust Agreement all the estates, properties, rights, powers, and trusts of such predecessor Trustee.

9.7 Trust Continuance. The death, resignation or removal of the Trustee shall not terminate the Trust or revoke any existing agency created pursuant to this Agreement or

invalidate any action theretofore taken by the Trustee. In the event that a successor Trustee is not appointed within thirty (30) days of when required under this Agreement, any Trust Beneficiary may apply to the Bankruptcy Court for appointment of a successor Trustee upon notice to the Trust Board.

9.8 Compensation and Costs of Administration. The Trustee shall be entitled to receive fair and reasonable compensation for his services, subject to Section 5.4 of this Agreement and the limitations of any order of the Bankruptcy Court setting forth the terms and conditions of Trustee compensation. Each of the Trust Board Members shall be entitled to reasonable compensation for their activities on behalf of the Trust as costs of administration as provided by Section 4.4 of this Agreement.

9.9 Annual Reporting and Filing Requirements.

9.9.1 Within 60 days after the end of each calendar year, the Trustee shall furnish a report to the Trust Board of all Trust Property received by the Trust, all Trust Property disbursed to Trust Beneficiaries, all Trust Property disbursed for professional fees and costs of administering the Trust (including compensation paid to the Trustee), and all Trust Property held by the Trust during the preceding calendar year. The Trustee's report will be available and provided to any Trust Beneficiary upon written request.

9.9.2 The Trustee shall file tax returns for the Trust as a grantor trust pursuant to Treasury Regulation Section 1.671-4(a) and any other applicable laws or regulations, and shall furnish information statements to the Trust Beneficiaries setting forth their allocable share of the income, loss, deduction or credit of the Trust and instruct them to report such items on their federal income tax returns. The Trustee may withhold from amounts distributable to any Trust Beneficiary any and all amounts, determined in the Trustee's reasonable sole discretion, to be required by any law, regulation, rule, ruling, directive or other governmental requirement. The Trustee shall have the right to employ an accountant and any other professionals needed to assist the Trustee for this purpose.

9.9.3 The tax returns filed by the Trustee shall report all Trust earnings for the taxable year being reported.

9.9.4 All of the Trust's income shall be treated as subject to tax on a current basis. For federal income tax purposes, items of income, gain, loss, and deduction of the Trust will be allocated to the Trust Beneficiaries in a manner, to be determined by the Trustee, that is consistent with applicable Treasury Regulations and that reflects the Trust Beneficiaries' respective contributions and their respective interests in the interim and final distributions to be made by the Trust, and such Trust Beneficiaries shall be responsible for the payment of taxes on a current basis that result from such allocations.

9.10 Confidentiality. The Trustee shall, while serving as Trustee under this Agreement and for a period of twelve (12) months following the termination of this Agreement or following his removal or resignation hereunder, hold strictly confidential and not use for personal gain any material, non-public information of or pertaining to any entity to which any of the Trust Property relate or of which he/she has become aware in his capacity as Trustee.

ARTICLE X **MAINTENANCE OF RECORDS**

10.1 The Trustee shall maintain books and records containing a description of all property from time to time constituting the Trust Property and an accounting of all receipts and disbursements. Upon 60 days' prior written notice delivered to the Trustee, said books and records shall be open to inspection by any Trust Beneficiary at any reasonable time during normal business hours; *provided* that, if so requested, such Trust Beneficiary shall have entered into a confidentiality agreement satisfactory in form and substance to the Trustee. The Trustee shall furnish to any Trust Beneficiary upon written request an annual statement of receipts and disbursements of the Trust. Such books and records may be destroyed without further notice to parties or approval of the Bankruptcy Court five (5) years after the final report to the Bankruptcy Court has been rendered by the Trustee (unless such records and documents are necessary to fulfill the Trustee's obligations pursuant to this Agreement).

ARTICLE XI **DURATION OF TRUST**

11.1 Duration. The Trust shall become effective upon the Effective Date of the Plan. Thereupon, this Agreement shall remain and continue in full force and effect until the Trust is terminated in accordance with the provisions of this Agreement and the Plan.

11.2 Termination of the Trust. The Trust (and the duties, responsibilities and powers of the Trustee) shall terminate on the later of (a) the date which is 5 years after the Effective Date; and (b) the date when full resolution of all Trust Property transferred to the Trust have occurred, including distribution of the Trust Property and the net proceeds thereof, in accordance with the Plan and this Agreement, provided however, that for cause the Trustee may seek earlier termination of the Trust upon application to the Bankruptcy Court. The Trustee shall not unduly prolong the duration of the Trust and, subject to the proviso contained in Section 5.1.2 of this Agreement, shall at all times endeavor to resolve, settle, or otherwise dispose of all claims that constitute Trust Property and to effect the distribution of the Trust Property to the Trust Beneficiaries in accordance with the Plan and terminate the Trust as soon as practicable. Upon such termination, except as set forth in Section 11.3 below, the Trustee shall be discharged from his position as Trustee and from all further duties, obligations and responsibilities under the Plan.

11.3 Continuance of Trust for Winding Up. After the termination of the Trust and for the purpose of liquidating and winding up the affairs of the Trust, the Trustee shall continue to act as such until his duties have been fully performed, including, without limitation, such post-distribution tasks as necessary to windup the affairs of the Trust. After the termination of the Trust, the Trustee shall retain for a period of five (5) years the books, records, Beneficiary lists, and certificates and other documents and files which shall have been delivered to or created by the Trustee. At the Trustee's discretion, all of such records and documents may, but need not, be destroyed at any time after five (5) years from the completion and winding up of the affairs of the Trust. Except as otherwise specifically provided herein, upon the discharge of all liabilities of the Trust and final distribution of the Trust, the Trustee shall have no further duties or obligations hereunder. The Trustee may pay in advance from the Trust Property all costs of document management.

ARTICLE XII **MISCELLANEOUS**

12.1 Preservation of Privilege. In connection with the rights, claims, and causes of action that constitute the Trust Property, any attorney-client privilege, work product privilege, or other privilege or immunity attaching to any documents or communications (whether written or oral) transferred to the Trust pursuant to the terms of the Plan or otherwise shall vest in the Trustee and his representatives, and the Debtors, the Liquidating Debtor, and the Trustee are authorized to take all necessary actions to effectuate the transfer of such privileges, as necessary.

12.2 Notices. Any notice or other communication which may be or is required to be given, served, or sent to the Trustee or the Trust Board, as applicable, shall be in writing and shall be sent by Federal Express and email, or transmitted by hand delivery, addressed as follows:

If to the Trustee:

Matthew Pliskin
2718 West Terrace Drive
Tampa, Florida 33609
Or e-mail: matthewpliskin@gmail.com

With a copy to:

Dentons US LLP
601 South Figueroa Street, Suite 2500
Los Angeles, California 90017-5704
Telephone: (213) 623-9300; Facsimile: (213) 623-9924
Attn: Samuel R. Maizel/Tania M. Moyron
Email: samuel.maizel@dentons.com; tania.moyron@dentons.com

If to the Trust Board:

Attn: Scott Jarus
938 Duncan Avenue
Manhattan Beach, CA 90266
Email: scott.jarus@verizon.net

With a copy to:

Dentons US LLP
601 South Figueroa Street, Suite 2500
Los Angeles, California 90017-5704
Telephone: (213) 623-9300; Facsimile: (213) 623-9924
Attn: Samuel R. Maizel/Tania Moyron
Email: samuel.maizel@dentons.com; tania.moyron@dentons.com

12.3 No Bond. Notwithstanding any state law to the contrary, the Trustee (including any successor) shall be exempt from giving any bond or other security in any jurisdiction.

12.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of law.

12.5 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

12.6 Headings. The various headings of this Agreement are inserted for convenience only and shall not affect the meaning or understanding of this Agreement or any provision hereof.

12.7 No Execution. All Trust Property shall be deemed *in custodia legis* until such times as the Trust Property has actually been paid to or for the benefit of a Beneficiary, and no Beneficiary or any other Person can execute upon, garnish or attach the Trust Property or the Trust in any manner or compel payment from the Trust except by an order of the Bankruptcy Court that becomes a final order. Payment will be solely governed by this Agreement and the Plan.

12.8 Intention of Parties to Establish Grantor Trust. This Agreement is intended to create a grantor trust for United States federal income tax purposes and, to the extent provided by law, shall be governed and construed in all respects as such a grantor trust.

12.9 Amendment. This Agreement may be amended at any time by written agreement of the majority of the Trust Board Members, or by order of the Bankruptcy Court after motion by the Trustee.

12.10 Severability. If any term, provision covenant or restriction contained in this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy, the remainder of the terms, provisions, covenants and restrictions contained in this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

12.11 Counterparts and Facsimile Signatures. This Agreement (or any amendment thereto) may be executed in counterparts and a facsimile or other electronic form of signature shall be of the same force and effect as an original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written above.

ICPW NEVADA, INC.

By: _____
Name: L. Geoffrey Greulich
Title: President and Chief Executive Officer

TRUSTEE

By: _____
Name: Mathew Pliskin

EXHIBIT "2"

AGREEMENT FOR TRUSTEE SERVICES - DRAFT

This Agreement for Trustee Services ("Agreement"), dated as of February ____, 2018, is made by and between the Trust Board (defined below) and Matthew Pliskin ("Mr. Pliskin" or the "Trustee").

WHEREAS, Mr. Pliskin served as the Chief Financial Officer of ICPW Liquidation Corporation, Inc., a California corporation ("ICPW CA"), and ICPW Liquidation Corporation, a Nevada corporation ("ICPW NV" and, together with ICPW CA, "ICPW"), during their chapter 11 bankruptcy cases (the "Cases");

WHEREAS, an Official Committee of Equity Security Holders (the "Equity Committee") was formed in the Cases to represent the interests of the shareholders of ICPW NV;

WHEREAS, ICPW and the Equity Committee filed the Debtors And Official Committee Of Equity Security Holders Joint Plan Of Liquidation Dated January 12, 2018 (the "Plan"), which was confirmed by the Bankruptcy Court at a hearing held on February 12, 2018 pursuant to an order entered on February ___, 2018 as Docket Number __;

WHEREAS, a Trust was created pursuant to the confirmed Plan. A copy of the related trust agreement (the "Trust Agreement") is attached hereto as Exhibit "1";

WHEREAS, the Trust Agreement contains specific terms regarding, among other things, the services to be performed by the Trustee and his indemnification related thereto;

WHEREAS, a Trust Board has been created to assist in the administration of the Trust. The members of the Trust Board (the "Trust Board Members") consist of the three men who served as the members of the Equity Committee;

WHEREAS, the Trust Board Members have requested Mr. Pliskin to serve as the Trustee of the Trust in accordance with the terms of this Agreement, with such services to commence concurrently with the Effective Date of the confirmed Plan;

WHEREAS, Mr. Pliskin is willing to serve as the Trustee in accordance with the terms of this Agreement, and to perform the services fully set forth in the Trust Agreement, including, but not limited to, winding up and dissolving ICPW, pursuing certain claims against third parties, and making distributions to shareholders; and

WHEREAS, the Trust Board and Mr. Pliskin wish to enter into this Agreement which, subject to the confirmation of the Plan and approval of this Agreement by the Bankruptcy Court, sets forth Mr. Pliskin's compensation and other terms and conditions related to his engagement as the Trustee.

NOW, THEREFORE, subject to the confirmation of the Plan and approval of this

Agreement by the Bankruptcy Court, the Trust Board and Mr. Pliskin hereby agree as follows:

1. Engagement. Upon the entry of an order of the Bankruptcy Court granting the motion to approve this Agreement and the occurrence of the Effective Date of the confirmed Plan, Mr. Pliskin hereby agrees to serve as the Trustee and to provide services to the Trust (the "Trustee Services") in accordance with the terms and conditions set forth herein and in the Trust Agreement, and as the Trust Board may reasonably request from time to time.

2. Extent of Services. Mr. Pliskin agrees to perform such services to the best of his ability and in a diligent and conscientious manner and to devote the appropriate time, energy and skill to those duties called for hereunder during the term of this Agreement and in connection with the performance of such duties and to act in a manner consistent with the primary objectives of the Plan and the Trust Agreement. Mr. Pliskin agrees to devote such time as is reasonably required to fulfill his duties hereunder.

3. Term of Service. The engagement of Mr. Pliskin hereunder shall commence on the Effective Date of the Plan and shall continue until: (a) the completion of all of the Trustee's duties, responsibilities and obligations under this Agreement and the Plan; (b) termination of the Trustee in accordance with the Trust Agreement; or (c) the Trustee's death, resignation or removal.

4. Removal. As fully set forth in the Trust Agreement, the Trustee may be removed, with or without cause, by the Trust Board. The removal shall be effective on the date specified in such action by the Trust Board, subject to the payment of all amounts owing to the Trustee as of such date.

5. Compensation.

(a) As compensation for the services contemplated herein and for performance rendered by Mr. Pliskin of his duties and obligations hereunder, Mr. Pliskin shall be paid by the Trust \$300 per hour plus expenses incurred by Mr. Pliskin in connection with serving as the Trustee, with payment to be made by the Trust on a monthly basis, with each such monthly payment to be made within the later of (i) five business days following the completion of each monthly period, and (ii) five business days following Mr. Pliskin's submission to the Trust Board of his monthly invoice.

(b) The fees and expenses described in Section 5(a) will be the sole compensation to which Mr. Pliskin will be entitled for the performance of the services set forth in this Agreement.

6. Reimbursement for Expenses. Mr. Pliskin shall be reimbursed by the Trust for all expenses reasonably incurred by him in furtherance of his duties hereunder, including, without limitation, expenses for traveling, meals, hotel accommodations, telephone charges and the like. Mr. Pliskin shall not be entitled to

reimbursement for individual expenses in excess of \$750 or expenses collectively in any one-month period in excess of \$2,000, unless those expenses are approved, in advance and in writing, by the Trust Board (with any one Trust Board Member having the power to bind the Trust Board). Mr. Pliskin will be reimbursed by the Trust for all such expenses on a monthly basis, with each such monthly expense reimbursement to be made by the Trust on a monthly basis, with each such monthly reimbursement payment to be made within the later of (i) five business days following the completion of each monthly period, and (ii) five business days following Mr. Pliskin's submission of his proposed expense reimbursement to the Trust Board.

7. Independent Contractor. Mr. Pliskin is and will at all times be an independent contractor of the Trust and not an employee of the Trust. The Trust will not be obligated to withhold any compensation from Mr. Pliskin for income taxes, employment taxes and other amounts that an employer is required to withhold or pay on behalf of employees. Mr. Pliskin understands and agrees that he will be responsible for the payment of all income taxes, social security, Medicare and other payment obligations incurred based on receipt of the fees.

8. Termination. This Agreement shall be terminated as follows:

- (a) written notice of termination is given by either party in accordance with the Trust Agreement;
- (b) On such date as is mutually agreed by the parties in writing; or
- (c) Upon expiration of the Term as set forth in Section 3.

Upon termination of this Agreement, pursuant to this Section 8, the Trustee shall be entitled to payment of only that portion of the fees earned and expenses incurred through the effective date of such termination.

9. Confidential Information. Mr. Pliskin shall not, at any time during or following the expiration or termination of his engagement hereunder (regardless of the manner, reason, time or cause thereof), directly or indirectly, disclose or furnish to any person not entitled to receive the same any trade secrets or confidential information including, without limitation, information as to any litigation and the business methods, operations and affairs of the Trust. All such trade secrets and confidential information shall be the exclusive property of the Trust. Mr. Pliskin shall have the right, in his discretion, in general consultation with the Trust Board, to communicate with, and share information with or deliver information to, the Trust Beneficiaries (i.e., the former Shareholders of ICPW NV) as Mr. Pliskin deems appropriate.

10. Covenants. Mr. Pliskin agrees to (a) faithfully and diligently do and perform the acts and duties required in connection with his engagement hereunder, and (b) not engage in any activity which is or likely is contrary to the welfare, interest or benefit of the business now or hereafter conducted by the Trust.

11. Binding Effect. This Agreement will inure to the benefit of and shall be

binding upon the parties hereto and their respective successors or assigns.

12. Entire Agreement. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect thereto and cannot be modified, amended, waived or terminated, in whole or in part, except in writing signed by the party to be charged.

13. Construction. While the parties hereto believe that the terms hereof are, subject to the approval of the Bankruptcy Court, fair, reasonable and enforceable in all respects, it is agreed that any provision of this Agreement which is held to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. In addition to any other remedy, which the Trust may have at law or in equity, the Trust shall be entitled to injunctive relief for a breach of Section 9 of this Agreement by the Trustee.

14. Legal Fees and Dispute Resolution. Any disputes relating to this Agreement or the Trust involving the Trustee shall be resolved exclusively by the Bankruptcy Court with no right to appeal, including any dispute regarding the fees or expenses requested by Mr. Pliskin. In the event that any dispute arises between Mr. Pliskin and the Trust regarding any fees or expenses requested by Mr. Pliskin and Mr. Pliskin elects to employ counsel to assist him in resolving such dispute, Mr. Pliskin shall be entitled to be reimbursed by the Trust for all attorneys' fees and expenses incurred by counsel employed by Mr. Pliskin if Mr. Pliskin is determined by the Bankruptcy Court to be the prevailing party in any such dispute.

15. Notices. All notices required to be given under the terms of this Agreement or which any of the parties desire to give hereunder shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, or sent by e-mail transmission, addressed as follows (with any such transmission to be by email in addition to any other means of transmission utilized):

(a) If to the Trustee, addressed to:

Matthew Pliskin
2718 West Terrace Drive
Tampa, Florida 33609
Or e-mail: matthewpliskin@gmail.com

(b) If to the Trust Board, addressed to:

ICPW Liquidation Trust
Scott Jarus, Chairman of the Board
938 Duncan Avenue
Manhattan Beach, CA 90266

Or e-mail: scott.jarus@verizon.net

Any party may designate a change of address at any time by giving written notice thereof to the other parties.

16. Miscellaneous. This Agreement:

(a) may not (except as provided in Section 11 hereof) be assigned by either party hereto without the prior written consent of the other party (any purported assignment hereof in violation of this provision being null and void);

(b) may be executed in any number of counterparts, and by any party on separate counterparts, each of which as so executed and delivered shall be deemed an original but all of which together shall constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement as to any party hereto to produce or account for more than one such counterpart executed and delivered by such party;

(c) may be amended, modified or supplemented only by a written instrument executed by all of the parties hereto;

(d) embodies the entire agreement and understanding of the parties hereto in respect of the transactions contemplated hereby and supersedes all prior agreements and understandings among the parties with respect thereto;

(e) shall be governed by and construed in accordance with the laws of the State of California without regard to the conflict of laws principles thereof; and

(f) will have an Effective Date which will be the same date as the Effective Date of the confirmed Plan regardless of the actual date that this Agreement is signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Trust Board

By:

Patrick O'Brien, Member of the Trust Board

By:

Scott Jarus, Member of the Trust Board

By:

Ron Chez, Member of the Trust Board

Trustee

By:

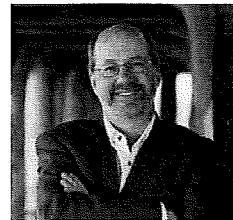
Matthew Pliskin

EXHIBIT "3"

Scott M. Jarus
scott.jarus@verizon.net

Biography

Scott Jarus is a serial entrepreneur, transformational leader and the former chief executive of several successful private and public companies. Over the past sixteen years, he has overseen the rapid growth and financial success of three companies, two public and one private, resulting in very significant increases in shareholder value.



In early-2014, Mr. Jarus became an investor in and joined the Board of EV Connect, a provider of electric vehicle charging station solutions, including the industry's most innovative and robust management platform for the electric vehicle ecosystem – chargers, owners, drivers and electric utilities. From June 2014 through June 2016, Scott served as CEO for EV Connect to oversee and accelerate its growth, operational success and capital raise. At the conclusion of this engagement, the CEO role was given back to the founder, with Mr. Jarus continuing as Executive Chairman.

From 2009 until mid-2013, Mr. Jarus was the Chairman and Chief Executive Officer of Ironclad Performance Wear (ICPW.OB), a market-leading company which designs, manufactures, markets and distributes technical, task-specific, performance work gloves for industrial workers, professionals and consumers. Scott joined the Board of Directors in 2006, and then became CEO in 2009 to orchestrate a turn-around of the company, which was on the verge of liquidation. During his tenure, the company reported 12 quarters of profitability and quarter-over-quarter revenue growth, and the tripling of its market cap.

Prior to Ironclad, Mr. Jarus was an investor in and Chief Executive Officer of Cognition Technologies, a company which developed the next evolutionary step in Semantic Natural Language Processing (NLP) technology. This technology, through the creation of the world's largest Semantic Map of English, "taught" the computer the meaning of virtually all of the words and phrases in the English language. The company was sold to Nuance Communications (NASDAQ: NUAN) resulting in a significant positive return to investors.

Prior to Cognition and Ironclad, Mr. Jarus was Chief Executive and President of j2 Global Communications, Inc. (NASDAQ: JCOM), a provider of outsourced, value-added messaging and communications services to individuals and companies throughout the world. j2 Global's signature product, eFax[®], served more than 9.5 million customers with a local presence in more than 1,500 cities in 25 countries on 5 continents. During Scott's tenure, j2 Global had achieved 15 consecutive quarters of revenue growth, 13 consecutive quarters of positive and growing earnings, and a market cap which grew from \$27 million to \$1 billion.

Preceding j2 Global, Mr. Jarus was President and Chief Operating Officer for OnSite Access, the premier building-centric Integrated Communications Provider (voice, data, Internet and enhanced services) serving businesses in 22 markets throughout North America. During his tenure, the company grew from a single market in the U.S. to 22 markets throughout North America, and from two served buildings to over 600 fully-served buildings in just under three years. He successfully raised more than \$150MM in private equity & debt capital for the company.

Mr. Jarus has 30 years of management experience in the telecommunications industry, beginning with a company that built one of the world's first public packet-data switching networks. He served as Senior Vice President of Operations at RCN Telecom, where he was responsible for directing the operations of RCN's telephone, cable TV and Internet networks, and the company's customer service, order administration and order provisioning functions. He was a co-founder and Vice President of Multimedia Medical Systems, a provider of advanced multimedia applications to the healthcare industry. Mr. Jarus was with Metromedia Communications for nine

years in various executive positions, ultimately serving as its Vice President of Operations. He also held senior management positions at Metromedia in Information Systems, Sales and Security.

Mr. Jarus serves on the Boards of Directors of Oversee.net, EV Connect, and Food Forward (a non-profit organization). He is also on the Board of Advisors for OnRamp Fund, an early-stage business incubator; and Sutton Capital, an investment banking and advisory firm. He previously served on the Boards of Ironclad Performance Wear, Cognition Technologies, Global Conference Partners (FreeConference.com), NetworkOSS and Forval International (Japan). Mr. Jarus has been a member of the Tech Coast Angels (TCA), the largest angel investor organization in the country; and is a partner with the LA Chapter of Social Venture Partners (SVP). He has been a coach, mentor and judge for the TCA Fast Pitch and the SVP Social Innovation Fast Pitch competitions for more than eight years. He has also been a TEDx coach. He is a frequent guest lecturer at several university business schools. From 2012 to 2016, Mr. Jarus was named a Senior Fellow with the Graziadio School of Business & Management at Pepperdine University.

In 2005, Mr. Jarus was named National *Entrepreneur of the Year* for Media/Entertainment/Communications by Ernst & Young (and Los Angeles *Entrepreneur of the Year* for Technology in 2004).

Mr. Jarus holds a Bachelor of Arts degree in Psychology and a Master of Business Administration degree from the University of Kansas. He is married with two children and lives in Manhattan Beach, CA. In his "free time", he is an AYSO National (Soccer) Referee, Grade 7 USSF Referee, a National Referee Assessor and an AYSO Area Referee Administrator.

T. 847.772.2298
E-mail: obrien_pat@msn.com

Pat O'Brien

Senior Business Executive

Recognized for:

Leadership • Integrity • Business Recovery • Profit Improvement • Financial Management

Executive Summary

Top performing management executive with P & L accountability, successfully delivering outstanding financial results through brand-leading customer service across multiple industries. Over 30 years of multi-unit international management experience in the North & South America, Caribbean, Japan, and the United Kingdom.

Core Competencies

Strategic Business Planning, Asset Management, Financial Management, Profit Improvement, Capital Planning

Service in Bankruptcy Matters

Current Service:

Ironclad Performance Wear Corp.

September 2017 to Current

Ironclad filed for voluntary reorganization under U.S. Bankruptcy protection to sell assets to pay its creditors. Upon filing the U. S. Trustee formed an Equity Committee which I agreed to serve on. The Equity Committee selected Dentons' as Bankruptcy Counsel and we proceeded to protect the interest of Equity Holders during the Auction process through counseling with the Debtors investment banker, and Debtors counsel. Auction produced a successful result 26% above the stalking horse bid.

Member of the Equity Committee

Completed Service:

ISC8 Inc.

September 2014 to May 2015

ISC8 filed for voluntary reorganization under U.S. Bankruptcy protection to pay its creditors and emerge from bankruptcy as a company with a narrower business model in a consolidate location and specialized workforce. Secured creditors received certain assets and attracted new investors who formed a newco now known and CyberadAPT, a private IT security firm.

Chair, Unsecured Creditors Committee

American TonerServ, Inc.

May 2012 to November 2012

American TonerServ files for involuntary reorganization when a dispute arose among the managing partners and key equipment and customer records were seized in a collateral dispute for a defaulted promissory note.

Chair, Unsecured Creditor Committee

Factory Card & Party Outlet FCPO: NASDAQ

May 2002 to September 2002

Factory Card operated 175 stores retailing greeting cards, wrapping paper, and seasonal party materials. Factory Card filed an involuntary bankruptcy petition due to several critical suppliers claiming lack of timely payments. While company continued to operate, creditors committee worked with certain members of the executive team, and formed a plan to emerge from bankruptcy with creditors receiving cash and stock in the newly formed entity. 3 years later, all creditors had received 100% of the debt, plus equity holding then valued at 50% more than what they initially receive.

Member of the Creditors Committee

Board of Director Experience

Current Service:

Cinedigm, Inc. (CIDM: NASDAQ)

July 2015 to Current

Cinedigm one of the leading independent content distributors in the United States, holding direct relationships with over 60,000 physical storefronts and digital retailers, including Walmart, Target, iTunes, Netflix, and Amazon, as well as many of the national cable and satellite TV Video-On-Demand platforms. Cinedigm will be a leader in the emerging over-the-top (OTT) digital networks business. Cinedigm well positioned to succeed in this business given the depth of the library, digital assets and track record, non-traditional releasing expertise, marketing experience and capital base. With the recently completed sale of 51% of its outstanding shares to Bison Entertainment, Cinedigm intends to become a narrowcast version of a Hulu or a Netflix or an Amazon. And, from a shareholder's perspective, Cinedigm believes that at a relatively low level of investment and risk, we can deliver rapid growth and, at scale, significant, higher margin recurring revenues and profits from these channels, and with Bison's introductions into the Chinese markets prospects for revenue growth have a great future.

Lead Independent Director, Chair of the Compensation Committee, member of the Audit and Nomination & Governance Committees

LVI Liquidation Corp. formerly known as Livevol, Inc. (Private)

February 2012 to Current

As Chairman and President, I am leading the execution of the liquidation of assets, paying creditors, completing tax filings and paying obligations, and making distributions directly to shareholders. LVI Liquidation Corp. has sold its assets to CBOE Holdings and PTS Lightspeed in 2015 in a structured transaction which speed payment over two years, and requires maintenance of its broker-dealer records until September 2018. Livevol, Inc. was a private financial technology company specializing software that supports options trading, Livevol was also a broker-dealer in conjunction with its options trading platform. Livevol had offices in San Francisco and Chicago.

Chairman of the Board and President

Completed Service:

Factory Card & Party Outlet (FCPO-NASDAQ)

2002-2007

Factory Card was a 175-unit retail operation that specialized in high quality greeting cards, gift-wrap, party supplies and seasonal merchandise in 25 states. Factory Card emerged from bankruptcy during which time I served on the Unsecured Creditors Committee, and subsequent served as a Director as it resumed trading on NASDAQ. Factory Card was headquartered in Naperville, IL where it maintained offices and a centralized distribution operation. My service ended when Factory Card was sold to AAH Holdings the owner of Party City in October 2007.

Member, Audit Committee

Ironclad Performance Wear, (ICPW: OTCBB) Ironclad designs, manufactures and markets task-specific gloves for commercial and industrial workers on a global basis.	April 2014 to May 2016
Chair of the Compensation Committee, and member of the Audit and Nominating and Governance Committee	
CareXtend, Inc. CareXtend is a private, development stage business in the health and lifestyle technology field. CareXtend has contracts in place to market health and lifestyle services to members of co-sponsoring organization with Blue Cross-Blue Shield of Minnesota as their launch partner.	February 2014 to Current
Lead Independent Director	
Merriman Holdings, (OTCQX: MERR) Merriman has ceased operations and is liquidating its assets to satisfy its creditors. Merriman was an institutional broker dealer with an investment banking, corporate servicing practice, and a Digital Capital Platform. Merriman had offices in San Francisco, New York, and Boston	December 2010 to December 2016
Agent for shareholders, formerly Chair, Compensation Committee, Member, Audit Committee	

Career Synopsis

Managing Director & Principal Granville Wolcott Advisors	2009 –Current Lake Forest, IL
Vice President – Asset Management – Hotels Kennedy Associates Real Estate Counsel	2005 – 2009 Seattle, WA
Leads, directs, administers, and performs fiduciary responsibilities on behalf of pension fund investors who are owners of hotel assets including the W San Diego, W Union Square, W Silicon Valley, 70 Park Avenue Hotel, Loews New Orleans, The Madison, A Loews Hotel, Hyatt Regency Mission Bay Spa & Marina, Doubletree San Pedro, Wyndham O'Hare, and The Liberty Hotel. Oversees management companies who operate hotels for the owner's account leading them to achieve financial targets upon which investments were made. Deliver superior leadership through personal communications and maintaining mutually respectful relationships with hotel managers.	
Managing Director & Principal RMG Capital Partners, LLC	2002 - 2005 Lake Forest, IL
Practice leader in this turnaround management and investment banking firm which facilitated both the purchase and sales of assets under UCC filings. Acted as Chief Financial Officer and Chief Operating Officer assisting troubled companies find equity and debt financing as well as suitable merger partners. Served as a member of the Board of Directors of Factory Card & Party Outlet (FCPO-NASDAQ) and as a member of the Audit Committee for 5 years until Factory Card was sold to AAH Holdings the owner of Party City in October 2007.	
Director of Development & General Manager Dolce International	2000-2001 City of Industry, CA
General Manager leading the takeover of the Sheraton-City of Industry planned the renovation, expansion and conversion to a Dolce Conference Center. Directed the development responsibilities in the Western United States and also led a due diligence team reviewing the acquisition of a 9 unit conference center company in the United Kingdom.	

Area Managing Director & General Manager
Starwood Hotels & Resorts

1998-2000
Chicago, IL

Supervised the Westin Hotels (3) in the Chicago area as the Managing Director of the Westin Michigan Avenue and conceptualized and directed the \$30 million renovation including bringing in the Grill on the Alley restaurant from Beverly Hills to take over the hotel's retail F & B operation. Later, supervised 9 Westin and Sheraton operations and franchises in Illinois, Wisconsin and Michigan and acted as General Manager of the Westin O'Hare.

Senior Vice President & Managing Director – The Americas
Le Meridien Hotels & Resorts

1995-1998
Chicago, IL

Led the Americas Division with 18 Le Meridien Hotels in 13 countries from Canada to Brazil. Successfully implemented the brand conversion and growth strategies from traditional Forte brands to Le Meridien until Forte was acquired in a hostile by Granada plc. Granada halted conversions and brand development plans in favor of asset sales and retreated from the Americas to pay down acquisition debt.

Executive Vice President
Sage Enterprises

1994-1995
Des Plaines, IL

Oversaw daily operations of this \$300 million distributor that specialized in customized logistics for the airline industry with eight distribution centers in the US and one in the United Kingdom. Conceptualized and led the sale of the European subsidiary to Pourshins plc and negotiated a five year cross border marketing agreement for US flag carriers for their European needs through Pourshins.

Vice President – Food Service
United Airlines

1987-1994
Chicago, IL

Operated the United Food & Beverage division which planned menus for United's 2,400 daily flight segments worldwide, hired and supervised catering contractors in 132 cities in 40 countries to execute meal specifications. In addition, operated United's 18 Flight Kitchens in 14 US cities and Tokyo with 6,000 employees with an annual expense of \$700 million in 1993. In 1994 led the successful effort with CS First Boston to sell the Flight Kitchen operations to Dobbs International for \$125 million and future expense and capital avoidance of \$400 million.

Westin Hotels & Resorts

1968-1987
Seattle, WA

Progressively more responsible positions at Westin's Olympic Hotel in Seattle, Resident Manager of the Westin St. Francis, San Francisco, General Manager of the Westin's Michigan Inn, Southfield, and General Manager of the Westin Oaks, Houston. Served at Westin's corporate office as President of FORMA, a subsidiary of Westin, which provided interior design, facilities planning and contract purchasing for Westin's hotel real estate development projects in the United States, Canada, South Korea, and Singapore as well as managing all of Westin's capital major expenditure projects and contract purchasing worldwide.

Education:

Michigan State University, East Lansing, Michigan
Eli Broad College of Business with Bachelor of Arts - Hotel Management

RONALD L. CHEZ

Mr. Chez is the President and Sole Owner of Ronald L. Chez, Inc., a corporation that provides financial management consulting, invests in public and private companies and structures new ventures.

He is on the Board of Cinedigm (CIDM), a distributor and producer of content for streaming video and digital media. He was the Chairman of EpiWorks, Inc. (the company was recently sold to a public company), a manufacturer of compound semi-conductors based in Champaign, Illinois. Mr. Chez has been a Director, Officer, and co-founder of several private and public companies.

He is Chairman of the Chez Family Foundation, which has been involved in numerous philanthropic activities, including: the Chicago Youth Success Foundation (CYSF), which provided Chicago's Public High Schools with a broader range of extracurricular activities; The Chez Family Scholarship Fund, based at the

University of Illinois, which assists economically disadvantaged students from the inner city; the Chez Center for Wounded Veterans in Higher Education, which is located at the University of Illinois; the Center for Urological Health at NorthShore University Health Systems.

Mr. Chez is also on the Advisory Board of the Wounded Warriors Foundation.

Mr. Chez is also an Executive Producer of Woody Allen's theatrical releases.

Chez graduated from the University of Illinois, Bronze Plaque with special honors, with a Bachelors of Arts degree in Political Science. He is a member of the Phi Beta Kappa Society.

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: 10250 Constellation Boulevard, Suite 1700, Los Angeles, CA 90067

A true and correct copy of the foregoing document entitled **NOTICE OF HEARING ON MOTION AND MOTION FOR ENTRY OF ORDER: (1) APPROVING AGREEMENT WITH MATTHEW PLISKIN FOR TRUSTEE SERVICES; AND (2) APPROVING TRUST BOARD COMPENSATION; DECLARATIONS OF SCOTT JARUS AND MATTHEW PLISKIN IN SUPPORT THEREOF (WITH EXHIBITS)** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **January 22, 2018**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- Shiva D Beck sbeck@gardere.com, jcharrison@gardere.com
- Ron Bender rb@lnbyb.com
- Cathrine M Castaldi ccastaldi@brownrudnick.com
- Russell Clementson russell.clementson@usdoj.gov
- Aaron S Craig acraig@kslaw.com, lperry@kslaw.com
- Matthew A Gold courts@argopartners.net
- Monica Y Kim myk@lnbrb.com, myk@ecf.inforuptcy.com
- Jeffrey A Krieger jkrieger@ggfirm.com, kwoodson@greenbergglusker.com;calendar@greenbergglusker.com;jking@greenbergglusker.com
- Samuel R Maizel samuel.maizel@dentons.com, alicia.aguilar@dentons.com;docket.general.lit.LOS@dentons.com;tania.moyron@dentons.com;kathryn.howard@dentons.com
- Krikor J Meshefjian kjm@lnbrb.com
- Tania M Moyron tania.moyron@dentons.com, chris.omeara@dentons.com
- S Margaux Ross margaux.ross@usdoj.gov
- Susan K Seflin sseflin@brutzkusgubner.com
- John M Stern john.stern@oag.texas.gov, bk-mbecker@oag.texas.gov
- United States Trustee (SV) ustpregion16.wh.ecf@usdoj.gov
- Sharon Z. Weiss sharon.weiss@bryancave.com, raul.morales@bryancave.com;geri.anderson@bryancave.com
- Douglas Wolfe dwolfe@asmcapital.com

2. SERVED BY UNITED STATES MAIL: On **January 22, 2018**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

3. **SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FAXSIMILE TRANSMISSION OR**

1 **EMAIL** (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR,
2 on **January 22, 2018**, I served the following persons and/or entities by personal delivery, overnight mail
3 service, or (for those who consented in writing to such service method), by facsimile transmission and/or
4 email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight
5 mail to, the judge will be completed no later than 24 hours after the document is filed.

6 **Served via Overnight Mail**

7 Hon. Martin R. Barash
8 United States Bankruptcy Court
9 21041 Burbank Boulevard, Suite 342
10 Woodland Hills, CA 91367

11 I declare under penalty of perjury under the laws of the United States of America that the foregoing is
12 true and correct.

13

14 January 22, 2018	15 Lourdes Cruz	16 /s/ Lourdes Cruz
17 Date	18 Type Name	19 Signature

20

21

22

23

24

25

26

27

28

Ironclad Performance Wear (8300)

United States Trustee
 915 Wilshire Blvd., Suite 1850
 Los Angeles, California 90017

RSN

John Stern, Asst Attorney General
 Attorney General's Office
 Bankruptcy & Collections Division
 P.O. Box 12548
 Austin, TX 78711-2548

Creditors Committee:Committee Counsel

Brown Rudnick LLP
 Attn: Cathrine M Castaldi
 2211 Michelson Dr 7th Fl
 Irvine, CA 92612

Resources Global Professionals
 c/o Brent Waters
 17101 Armstrong Ave
 Irvine, CA 92614

Winspeed Sports (Shanghai) Co., LTD
 c/o Brian Mitteldorf
 Creditors Adjustment Bureau
 14226 Ventura Blvd.
 Sherman Oaks, CA 91423

PT Sport Glove Indonesia
 c/o Mark C. Robba
 Kranoon Desa Pandowoharjo
 Sleman Yogyakarta 55512
 Indonesia

Equity Committee:Equity Committee Counsel

Dentons US LLP
 Attn: Samuel Maizel & Tania Moyron
 601 South Figueroa St., Suite 2500
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Patrick W O'Brien
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 Lake Forrest, IL 60045-4707

Ronald Chez
 1524 N. Astor Street
 Chicago, IL 60610

Scott Jarus
 938 Duncan Avenue
 Manhattan Beach, CA 90266

W.W. Grainger, Inc.
 Attn: Leah Wardak
 100 Grainger Parkway
 Lake Forest, IL 60045

Grainger Global Sourcing
 A division of Grainger International, Inc.
 Attn: D.G. Macpherson, CEO
 100 Grainger Parkway
 Lake Forest, IL 60045

Glenn Kurosaki
 Kurosaki & Parker, P.C.
 Petroleum Building
 714 West Olympic Blvd., Suite 1011
 Los Angeles, California 90015

Jeffrey A. Krieger
 Greenberg Glusker Fields Claman &
 Machtinger LLP
 1900 Avenue of the Stars, 21st Floor,
 Los Angeles, CA 90067

Secured Creditor
 Radians Wareham Holding, Inc.
 Attn: Mike Tutor, CEO
 5305 Distripark Farms
 Memphis, TN 38141

Counsel to Radians Wareham Holdings
 E. Franklin Childress, Jr.
 Baker, Donelson, Bearman, Caldwell &
 Berkowitz, PC
 165 Madison Ave, Suite 2000
 Memphis, TN 38103

Counsel to Radians Wareham Holdings
 Sharon Z. Weiss
 Bryan Cave
 120 Broadway, Suite 300
 Santa Monica, CA 90401

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- Russell Clementson russell.clementson@usdoj.gov
- Aaron S Craig acraig@kslaw.com, lperry@kslaw.com
- Matthew A Gold courts@argopartners.net
- Monica Y Kim myk@lnbrb.com, myk@ecf.inforuptcy.com
- Jeffrey A Krieger jkrieger@ggfirm.com, kwoodson@greenbergglusker.com;calendar@greenbergglusker.com;jking@greenbergglusker.com
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- Susan K Seflin sseflin@brutzkusgubner.com
- John M Stern john.stern@oag.texas.gov, bk-mbecker@oag.texas.gov
- United States Trustee (SV) ustpregion16.wh.ecf@usdoj.gov
- Sharon Z. Weiss sharon.weiss@bryancave.com, raul.morales@bryancave.com;geri.anderson@bryancave.com
- Douglas Wolfe dwolfe@asmcapital.com

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7 Hon. Martin R. Barash
8 United States Bankruptcy Court
9 21041 Burbank Boulevard, Suite 342
10 Woodland Hills, CA 91367

11 I declare under penalty of perjury under the laws of the United States of America that the foregoing is
12 true and correct.

13

14 January 22, 2018	15 Lourdes Cruz	16 /s/ Lourdes Cruz
17 Date	18 Type Name	19 Signature

Case 1:17-bk-12408-MB

Central District of California

San Fernando Valley

Fri Dec 15 13:02:11 PST 2017

Dentons US LLP

Successor by merger to McKenna Long etc

2030 Main Street #1000

Irvine, CA 92614-7239

ICPW Liquidation Corporation, a California c

15260 Ventura Blvd.

20th Floor

Sherman Oaks, CA 91403-5303

Office of Unemployment Compensation Tax Serv

Department of Labor and Industry

Commonwealth of Pennsylvania

651 Boas Street, Room 702

Harrisburg, PA 17121-0751

Official Committee of Equity Security Holder

DENTONS US LLP

601 S. Figueroa Street

25th Floor

Los Angeles, CA 90017-5704

Texas Comptroller of Public Accounts

John Stern

c/o Megan Becker, Paralegal

P.O. Box 12548

Austin, TX 78711-2548

San Fernando Valley Division

21041 Burbank Blvd,

Woodland Hills, CA 91367-6606

1920 Hutton Court Inwood National Bank

P O Box 857

Richardson, TX 75085

ALL IN THE BEHL FAMILY RLLP

37271 S STONEY CLIFF DR

TUCSON , AZ 85739-1406

AMERICAN ALTERNATIVE INSURANCE CORPORATION

1475 E WOODFIELD RD SUITE 500

SSCHAUMBURG, IL 60173-4903

AML UNITED LIMITED

29TH FLOOR, NANYANG PLAZA

57 HUNG TO ROAD, KWUN TONG

KOWLOON, HONG KONG, CHINA

ANNALOUISE JAEGER & KEITH VERWOEST

532 PAUMAKUA PL

KAILUS , HI 96734-3157

ANTHONY KEATS

15260 VENTURA BLVD

20TH FLOOR

SHERMAN OAKS , CA 91403-5303

ARTHUR GERRICK

172 WILD LILAC

IRVINE , CA 92620

Aaron Zhang

Room 1202 Building 12 ,Biguiyuan

Renming Middle Road NO.527, Qidong

County Nantong City, China 226200

Abel Unlimited Inc. (Ironwear)

2020 Seabird Way

Riviera Beach, FL 33404-5009

Account Temps

P.O. BOX 743295

Los Angeles, CA 90074-3295

Accountemps

Robert Half/Attn: Karen Lima

PO Box 5024

San Ramon, CA 94583-5024

Ace Hardware

2222 Kensington St.

Oak Brook, IL 60523-2108

Acklands Grainger

123 Commerce Valley Dr., Suite 700

Thornhill, Ontario, L3T 7W, Canada

Advantage Media Services Inc

29010 Commerce Center Drive

Valnecia, CA 91355-4188

Advantage Media Services, Inc.

29010 Commerce Center Drive

Valencia, CA 91355-4188

Amazon

410 Terry Ave. North

Seattle, WA 98109-5210

Amster, Rothstein & Ebenstein, LLP

90 Park Avenue

New York, NY 10016-1463

Argo Partners

12 West 37th St., 9h Fl.

New York, NY 10018-7381

Atmos Energy

Three Lincoln Centre, Suite 1800

5430 LBJ Freeway

Dallas, TX 75240-2601

BDO USA, LLP

P. O. BOX 677973

Dallas, TX 75267-7973

BIC ALLIANCE

P O Box 40166

Baton Rouge, LA 70835-0166

Case 1:17-bk-12408-MB

BRIAN SHEENY
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BROCK GANELES
41 W 72ND ST
APT 14A
NEW YORK , NY 10023-3477

BRUCE G KLAAS
447 KENSINGTON DR
CORDILERA, CO 81632-6271

Ben Padnos
PO Box 1993
Manhattan Beach, CA 90267-1993

Big Time Products, LLC (includes Apollo Perf
2 Wilbanks Road SE
Rome, GA 30161-8475

Broadridge
P.O. Box 416423
Boston, MA 02241-6423

Broussard,Ronald Roy
3001 Oak Meadow Drive
Flower Mound, TX 75028-7625

Bunzl USA Holdings, LLC
Cordova Safety Products, John Tillman Co
Once City Place Drive
Suite 200
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Burkhard,Kerri
4405 Glenbrook Court
Mansfield, TX 76063-3500

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Lawson, MO 64062-0495

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WACONIA , MN 55387-4544

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570 WASHINGTON BLVD
JERSEY CITY , NJ 07310-1617

CHARLES E FRISCO JR
12749 Norwalk Blvd . Ste 100
Norwalk , CA 90650-3148

CHARLES E FRISCO JR
8135 FLORENCE AVENUE
SUITE 101
DOWNEY , CA 90240-3900

CHARLES H GIFFEN
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WOODLAND HILLS , CA 91367-2929

CHRIS JUETTEN
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CHRISTOPHER M HAZLITT
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Boulder, CO 80304-4150

CINDY MATTHEWS
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BOULDER , CO 80303-4328

CIS Custom Information Services
1201 N. Watson Rd., Ste. 110
Arlington, TX 76006-6122

CLAYTON WYOMING LLC
1364 NORTHPARK DRIVE
LAFAYETTE, CO 80026-3441

Cabela's
1 Cabela Dr.
Sidney, NE 69160-0001

California Board of Equalization
Acct. Analysis & Control Sec. MIC 2
PO Box 942879
Sacramento, CA 94279-0029

California Dept of Tax and Fee Administratio
PO Box 942879
Sacramento, CA 94279-0055

Capital One Bank
P. O. BOX 1917
Merrifield, VA 22116-1917

Cestusline, Inc.
13818 NE Airport Way
Portland, OR 97230-3440

Chang Bang Gloves (Hong Kong) Co., Limited
c/o W. Steven Bryant
Locke Lord LLP
600 Congress Avenue, Suite 2200
Austin, Texas 78701-3055

Charles Giffen
6000 Elba Place
Woodland Hills, CA 91367-2929

Custom Information Services
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Custom Leathercraft Mfg. LLC
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South Gate, CA 90280-5551

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BOULDER , CO 80302-5517

DAVID J COOK 2163 LIMA LOOP
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LAREDO, TX 78045-6420

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BOULDER , CO 80302-9492

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6779 LAS OLAS WAY
MALIBU, CA 90265-4137

DENNIS TORRES & AVERI TORRES TRUST
6779 LAS OLAS WAY
MAILBU , CA 90265-4137

DESIGN GALLERY PVT. LTD.
PLOT #322/B, MEDICAL ROAD
HELAL MARKET, UTTARKHAN
DHAKA-1230, Bangladesh

DESUN GARMENTS, LTD.
89/1, Birulia Road, Savar, Dhaka
Dhaka
Savar-1340, Bangladesh

DNOW
PO Box 40985
Houston, TX 77240-0985

DNOW L.P. (Skatiq Gloves)
7402 N. Eldridge Parkway
Houston, TX 77041-1902

DONALD P ELLIOTT
9400 E ILLIFF AVE #361
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DRG Strategic, LLC - Bob Goldstein
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Dallas, TX 75219-8510

DTM Sales
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Fayetteville, GA 30214-1037

DXP Enterprises
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Houston, TX 77251-1697

David Jacobs
335 Lee Hill Drive
Boulder, CO 80302-9492

Daylight Transport
P O Box 93155
Long Beach, CA 90809-3155

Dayup Global Co., Ltd.
Phum Prey Sala, Sangkat Kakap
Khan Posenchey, Phnom Penh
855, Cambodia

Dival Safety & Supplies
1721 Niagra Street
Buffalo, NY 14207-3188

Do It Best
6502 Nelson Road
Fort Wayne, IN 46803-1947

Duluth Trading
PO Box 409170
Belleville, WI 53508

ED WETHERBEE
7269 SIENA WAY
BOULDER , CO 80301-3724

EDUARD ALBERT JAEGER
443 CONCORD ST
EL SEGUNDO , CA 90245-3723

EDWIN BALDRIDGE TTEE UA
605 SAN ANTONIA AVE
MANY LA , LA 71449

ENS CO INC
6820 Indiana Avenue
Riverside, CA 92506-7202

ERIC JAEGER
1408 CAMBRIDGE CROSSING
SOUTHLAKE, TX 76092-7001

Case 1:17-bk-12408-MB

Emmett Murphy
 3901 Turtle Creek Blvd.
 Dallas, TX 75219-4603

Eshleman,Derek G
 3744 Woodshadow Lane
 Addison, TX 75001-7985

Essendant USSCO
 1 Parkway North Blvd., Suite 100
 Deerfield, IL 60015-2559

Expeditors
 5757 W. Century Blvd. Ste. 200
 Los Angeles, CA 90045-6405

FAMILY TRUST OF EARL G LUNCEFORD
 8850 E FERNAN LAKE RD
 COEUR DALENE, ID 83814-7782

FedEx
 PO Box 7221
 Pasadena, CA 91109-7321

FedEx Corporate Services Inc
 3965 Airways Blvd Module G 3rd Floor
 Memphis TN 38116-5017

Feld,Abraham Hagen
 14700 Marsh Ln. Apt. #926
 Addison, TX 75001-8061

Fowler,Michael J
 1722 Ashland Ave.
 Evanston, IL 60201-3546

GEMINI PARTNERS INC
 10900 WILSHIRE BLVD
 STE 300
 LOS ANGELES , CA 90024-6536

GLEN K INGALLS & RENEE PACHECO
 TTEES U/A DTD 4-5-05 THE INGALLS PACHECO
 747 ROSEMOUNT RD
 OAKLAND, CA 94610-2322

GREAT PANDA INVESTMENT CO LLLP
 1325 PITKIN AVE
 SUPERIOR , CO 80027-8131

GREGORY AKSELRUD
 15260 VENTURA BLVD
 20TH FL
 SHERMAN OAKS, CA 91403-5303

GT Graphics
 826 Michigan Avenue
 Sheboygan, WI 53081-3438

GT Graphics of Sheboygan LLC
 826 Michigan Avenue
 Sheboygan, WI 53081-3438

Geoff Greulich
 3485 Ridgeford Drive
 Westlake Village, CA 91361-4819

Ginger Collier
 6524 Deseo Apt. 358
 Irving, TX 75039-3037

Ginger Hill
 6524 Deseo Apt. 358
 Irving, TX 75039-3037

Glenfir
 General French 1948
 Montevideo, Uruguay 11500

Grainger
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Greg Akselrud
 C/O Stubbs Alderton & Marki
 15260 Ventura Blvd 20th Fl.
 Sherman Oaks, CA 91403-5303

Guo, Xin
 540 Lake Forest Dr.
 Coppell, TX 75019-2882

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 GOLETA , CA 93117-1426

HAROLD SCHAFF & CHERYL SCHAFF TTEES THE
 SCHAFF TRUST DTD 1-17-03
 780 GLEN ANNIE RD
 GOLETA , CA 93114

HEIDI JAEGER
 26800 PACIFIC COAST HWY
 MALIBU, CA 90265-4517

HORACE DUNBAR HOSKINS JR &
 ANN REID HOSKINS JT TEN
 7 PENINSULA RD
 BELVEDERE, CA 94920-2325

Hewlett Packard
 1501 Page Mill Road
 Palo Alto, CA 94304-1100

Impacto Protective Products, Inc.
40 Dussek Street
Belleville, ON K8N 5R8
CANADA

JAEGER FAMILY LLC
1408 CAMBRIDGE CROSSING
SOUTHLAKE , TX 76092-7001

JAMES R YOUNG
2009 RIVERVIEW DR
BERTHOUD , CO 80513-8253

JAMES SEIBEL
1430 N HARPER AVE
#305
W HOLLYWOOD 90046-8412

JARUS FAMILY TRUST
938 DUNCAN AVE
MANHATTAN BEACH , CA 90266-6626

JARUS FAMILY TRUST TR SCOTT M JARUS TTEE
938 DUCAN AVE
MANHATTAN BEACH , CA 90266-6626

JARUS FAMILY TRUST U/A DTD 10/19/2007
938 DUNCAN AVE
MANHATTAN BEACH, CA 90266-6626

JEFFREY CORDES
GARDERE WYNNE SEWELL, LLP
C/O ALAN J. PERKINS
2021 MCKINNEY AVE STE 1600
DALLAS TX 75201-4761

JEFFREY F GERSH & ARIE J GERSH LIVING TRUST
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5465 ROUND MEADOW RD
HIDDEN HILLS , CA 91302-1279

JEFFREY ORR
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Southlake, TX 76092

Ka Hung Glove Inustrial Co. Ltd.
Attn: Ms. Vicz Yue
Fujian Quanzhou Jiacheng Leather
Chi Feng Road, Quanzhou City
Fujian, 362000, China

1920 Hutton Court
Attn: Johnny Clark
Inwood National Bank
P O Box 857413
Richardson, TX 75085

Winspeed Sports Shanghai Co., Ltd.
Attn: Bradley J. S. Weiss
858 Mingzhu Road
Shanghai
China, 00020-1702

Marusan - Mimasu Tshusho Co. Ltd.
 Attn: Sky Lin
 No 1 Queen' Road Central
 Hong Kong
 China

DESIGN GALLERY (PVT.) LTD.
 PLOT #322/B, MEDICAL ROAD
 HELAL MARKET, UTTARKHAN
 DHAKA-1230, Bangladesh,

Sees Global Inc.
 #612 Suntec City 307-2
 Sandaewon-dong, Jungwon-gu
 Seongnam, Kyunggi, KO, 46273-6000

Woneel Midas Leathers
 Attn: Janice Lee
 Jl Gembor Raya Desa Pasirjaya
 Tangerang
 Banten, Indonesia, 15135

TXU Energy
 Attn: Scott A. Hudson, President
 6555 Sierra Drive
 Irving, TX 75039

Tyco Integrated Security, LLC
 Attn: Joe Oliveri, General Manager
 Boca Corporate Center
 4700 Exchange Court, Suite 300
 Boca Raton, FL 33431

Republic Services
 Attn: Donald W. Slager, President & CEO
 18500 North Allied Way
 Phoenix, AZ 85054

Atmos Energy Corporation
 Attn: Kim R. Cocklin, CEO
 Three Lincoln Centre, Suite 1800
 5430 LBJ Freeway
 Dallas, TX 75240

Franchise Tax Board
 Bankruptcy Section, MS: A-340
 P. O. Box 2952
 Sacramento, CA 95812-2952

Windstream
 Attn: Tony Thomas, President & CEO
 4001 North Rodney Parham Road
 Little Rock, Arkansas 72212

Hewlett Packard Enterprise
 Attn: Meg Whitman, CEO
 1501 Page Mill Road
 Palo Alto, CA 94304

Hewlett Packard Enterprise
 Attn: Nicole Head, Senior Credit Analyst
 305 S. Rockrimmon Blvd.
 Colorado Springs, CA 80919

Hewlett Packard Enterprise Company
 SCA Express
 8000 Foothills Blvd NS 5538
 Roseville, CA 95747

THE ELLEN IDELSON TRUST DATED
 MARCH 20 2003
 710 BROOKTREE ROAD
 PACIFIC PALISADES, CA 90272

ETHAN AISENBERG
 3900 LEGACY TRAIL CIR
 CARROLLTON, TX 75010

WILLIAM AISENBERG
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 C/O STUBBS ALDERTON &
 MARKILES LLP
 15260 VENTURA BLVD 20TH FL
 SHERMAN OAKS, CA 91403

GREGORY AKSELRUD
 15260 VENTURA BLVD
 20TH FL
 SHERMAN OAKS, CA 91403

SCOTT ALDERTON
 19687 LOS ALIMOS ST
 CHATSWORTH, CA 91311

ELI ARRIV
 4340 COLETA RD
 AGOURA, CA 91301

BARBARA ASHTON
 2417 LESTER AVENUE
 CLOVIS, CA 93619

RYAN AZLEIN
 1137 Calle Elaina
 Thousand Oaks, CA 91630

B.A.T.B. LLC
 5750 SOUTH BEECH CT
 GREENWOOD VILLAGE, CO 80121

NATASHA H BEN
 104 Saratoga Drive
 Belle Chasse, LA 70037

R D PETE BLOOMER
 7542 CRESTVIEW DRIVE
 LONGMONT, CO 80504

RONALD D BLOOMER
 7542 CRESTVIEW DR
 NIWOT, CO 80504

WILLIAM L BOETTCHER
 727 HAYS CIR
 LONGMONT, CO 80501

HUBERT L BROWN III & ANNABELLE
 BROWN FOWLKES
 HL BROWN JR CHARITABLE LEAD
 ANNUITY TRUST
 PO BOX 2237
 MIDLAND, TX 79702

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 4 HAWTHORNE CIR
 SANTA FE, NM 87506

MCDERMOTT & BULL
 2 VENTURE
 SUITE 100
 IRVINE, CA 92618

CHERYL WASHINGTON
1920 HUTTON CT
STE 300
FARMERS BRANCH, TX 75234

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12151 WEST 32ND DR
WHEATRIDGE, CO 80033

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270 W PEARL
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LAFAYETTE, CO 80026

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TRUST
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WESTLAKE VILLAGE, CA 91362

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PACHECO TTEES
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747 ROSEMOUNT RD
OAKLAND, CA 94610

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09/26/1991
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HIDDEN HILLS, CA 91302

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PARK CITY, UT 84098

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23436 CAMINITO VALLE
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10900 WILSHIRE BLVD
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W AUSTRALIA, 6101
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EL SEGUNDO, CA 90245

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SOUTHLAKE, TX 76092

HEIDI JAEGER
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938 DUNCAN AVE
MANHATTAN BEACH, CA 90266

JARUS FAMILY TRUST TR SCOTT M
JARUS TTEE
938 DUCAN AVE
MANHATTAN BEACH, CA 90266

JARUS FAMILY TRUST U/A DTD
10/19/2007
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REBECCA D JARUS & SCOTT M
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CORDILERA, CO 81632

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C/O IRONCLAD PERFORMANCE
WEAR CORP
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FARMERS BRANCH, TX 75234

KNUTE LEE
9109 WILSHIRE COURT NE
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SOUTHLAKE, TX 76092

GREAT PANDA INVESTMENT CO
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SUPERIOR, CO 80027

SEAMARK FUND LP
223 WILMINGTON W CHESTER PIKE
#115
CHADDS FORD, PA 19317

KLEIN PARTNERS LTD
4973 CLUBHOUSE CT
BOULDER, CO 80301

FAMILY TRUST OF EARL G
LUNCEFORD
8850 E FERNAN LAKE RD
COEUR DALENE, ID 83814

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C/O STUBBS ALDERTON &
MARKILES
15260 VENTURA BLVD 20TH FLOOR
SHERMAN OAKS, CA 91403

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24 TAMALPAIS AVE
MILL VALLEY, CA 94941

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278 DALE RD
SHORT HILLS, NJ 07078

ALL IN THE BEHL FAMILY RLLP
37271 S STONEY CLIFF DR
TUCSON, AZ 85739

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1986 CLOVERDALE AVE
HIGHLAND PARK, IL 60035

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#305
W HOLLYWOOD, CA 90046

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VALENCIA, CA 91355

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BEAVERTON, OR 97007

VALORIE STANSBERRY
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CHICAGO, IL 60618

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LLP
15260 VENTURA BLVD
26TH FL
SHERMAN OAKS, CA 91403

V JOSEPH STUBBS
C/O STUBBS ALDERTON &
MARKILES
15260 VENTURA BLVD 20TH FL
SHERMAN OAKS, CA 91403

PAMELA SULLIVAN
1682 HAYES STREET APT C
EUGENE, OR 97402

EDWIN BALDRIDGE TTEE UA DTD
10/30/1992 EDWIN T
BALDRIDGE DECLARATION TRUST
605 SAN ANTONIA AVE
MANY LA, LA 71449

HORACE DUNBAR HOSKINS JR &
ANN REID HOSKINS JT
TEN
7 PENINSULA RD
BELVEDERE, CA 94920

JOHN E ORCUTT & MARCIA ORCUTT
JT TEN
3221 N SAN SEBASTIAN DRIVE
TUSCON, AZ 85715

ROBERT H KEELEY & SANDRA D
KEELEY JT TEN
PO BOX 240
HILLSIDE, CO 81232

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MASON JT TEN
6856 WISH AVENUE
LAKE BALBOA, CA 91406

WILLIAM MECK & TERESA MECK JT
TEN
11027 LIMERICK AVENUE
CHATSWORTH, CA 91311

HAROLD F SCHAFF & CHERYL A
SCHAFF TTEES THE
SCHAFF TRUST DTD 1-17-03
780 GLEN ANNIE RD
GOLETA, CA 93114

DENNIS TORRES & AVERI TORRES
6779 LAS OLAS WAY
MALIBU, CA 90265

STEVEN W TOWN
6301 E CRESTLINE AVE
GREENWOOD VILLAGE, CO 80111

BIRCH FAMILY TRUST
1435 OLIVE ST
SANTA BARBARA, CA 93101

DENNIS TORRES & AVERI TORRES
TRUST
6779 LAS OLAS WAY
MAILBU, CA 90265

KATHERINE BERCI DEFEVERE
TRUSTEE DEFEVERE TRUST
24200 ALBERS STREET
WOODLAND HILLS, CA 91367

RICHARD KRONMAN & MAUREEN
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30111 HARVESTER RD
MAILBU, CA 90265

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10100 SANTA MONICA BLVD #1300
LOS ANGELES, CA 90067

THE ORCUTT FAMILY TRUST
3221 N SAN SEBASTIAN DRIVE
TUSCON, AZ 85715

THE SASSOLA III FAMILY TRUST
7771 HERON COURT
GOLETA, CA 93117

THE WILLIAM J. & SEEMAH W.
IDELOSON FAMILY TRUST
DATED APRIL 29 1997
710 BROOKTREE ROAD
PACIFIC PALISADES, CA 90272

ANNALOUISE JAEGER & KEITH
VERWOEST
532 PAUMAKUA PL
KAILUS, HI 96734

ED WETHERBEE
7269 SIENA WAY
BOULDER, CO 80301

LOUIS WHARTON
15260 VENTURA BLVD
20TH FLOOR
SHERMAN OAKS, CA 91403

KIM WOODWORTH & BILL
WOODWORTH
101 VALLEY HILL RD
EXTON, PA 19401

JOE WORDEN
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MESA, AZ 85205

JAMES R YOUNG
2009 RIVERVIEW DR
BERTHOUD, CO 80513

CHARLES SCHWAB & CO INC
2423 E LINCOLN DR
PHOENIX, AZ 85016

MORGAN STANLEY SMITH BARNEY
1 NEW YORK PLAZA - 39TH FL
NEW YORK, NY 10004

Ironclad Performance Wear (8300)
Equity Holders – Supplemental List

AAION PARTNERS INC
PO BOX 3034
MANHATTAN BEACH, CA 90266

AARON K HALE CUST
OWEN S HALE UTMA CA
725 W OAK AVE
EL SEGUNDO, CA 90245

ALAN DEMETER
2560 THUNDERBIRD LN
SAPULPA, OK 74066

ALEX ANTONUK &
MICHAL ANTONUK JTWROS
390 E SEQUOIA ST
REPUBLIC, MO 65738

ALEX KAWAKAMI
2812 KAHAWAI ST
HONOLULU, HI 96822

ALEX ROTONEN
1008 CLEMSON DR
ARLINGTON, TX 76012

AMANDA RAE REGAN
12 COUNTRY PLACE LANE
ROCHESTER, NY 14612

ANDREA JANELLE SIMON
2201 N CALIFORNIA ST. #32
SAN FRANCISCO, CA 94115

ANDREW DARKO
3104 WILSON ROAD
CONROE, TX 77304

ANDREW G BANYAS
ROTH IRA ETRADE CUSTODIAN
10708 SILVER LEAF WAY APT 208
KNOXVILLE, TN 37931

ANDREW J CRYER
2828 LEMMON AVE APT 5131
DALLAS, TX 75204

ANDREW J RAYKOVICS
IRA R/O ETRADE CUSTODIAN
8558 S LAKE CIR
FORT MYERS, FL 33908

ANDREW THUNG &
LISA M THUNG JTWROS
45 E 89TH ST APT 20D
NEW YORK, NY 10128

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CHARLES SCHWAB & CO INC CUST
970 PACIFIC STRAND PL , APT 203
VENTURA, CA 93003

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SEP IRA ETRADE CUSTODIAN
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LOCUST GROVE, GA 30248

ANTHONY A SIENKOWSKI IRA
WFCS AS CUSTODIAN
1757 EAGLE DRIVE
LAKE GENEVA, WI 53147

ANTHONY ROBERT HURD
CHARLES SCHWAB & CO INC CUST
425 W TRADE ST APT 704
CHARLOTTE, NC 28202

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1757 EAGLE DR
LAKE GENEVA, WI 53147

ATC AS CUST FOR IRA R/O
WILLIAM P BORDUIN
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CROFTON, MD 21114

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GAIITHERSBURG, MD 20882

BARBARA JOAN DEGEORGE &
M DEGEORGE KELLY JT TEN
9304 VILLA RIDGE DR
LAS VEGAS, NV 89134

BARBARA KLEEMANN TTEE
BYPASS TST SUBST KLEEMANN
526 VIA SINUOSA
SANTA BARBARA, CA 93110

BARBARA LIEB STROUGO
60 E 42ND ST STE 2215
NEW YORK, NY 10165

BARBARA RIEBACK TOD
SUBJECT TO STA TOD RULES
11267 YOLANDA AVE
PORTER RANCH, CA 91326

BEN KING
217 32ND PL
MANHATTAN BEACH, CA 90266

BENJAMIN L PADNOS
221 34TH ST
MANHATTAN BEACH, CA 90266

BEVERLY A SHACTER & BURTON B
SHACTER REVOC TRUST 2/5/98
5800 ARBOUR AVENUE
EDINA, MN 55436

BILL HAUCK
214 STRAWBERRY CIR
CRANBERRY TOWNSHIP, PA 16066

BILL MECK &
TERESA MECK JT TEN
11027 LIMERICK AVENUE
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BILL POINTER ROLLOVER IRA
TD AMERITRADE CLEARING INC
CUSTODIAN
22065 LAUREL OAK DR
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BILL R TAYLOR & (ID1)
DEBRA H TAYLOR JTTEN
186 CEDARWOOD PLACE
MOCKSVILLE, NC 27028

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1874 HOOKUPA ST
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WFCS AS CUSTODIAN
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BRIAN VANGUNTEM
132 DEVRON CIR
EAST PEORIA, IL 61611

C NEUHAUSER CUST FOR
C NEUHAUSER UNYUTMA
4 STABLE RD
TUXEDO PARK, NY 10987

CALVIN CHENG CHIEN & KAREN KUO
CHIEN
DESIGNATED BENE PLAN/TOD
4905 MARION AVE
TORRANCE, CA 90505

CANACCORD GENUITY INC
IEG TRADING DESK BOOK
1210SP ASIA REGION, 535 MADISON AVE
NEW YORK, NY 10022

CAPITAL ONE INVESTING LLC.
-OMNIBUS ACCOUNT--
83 SOUTH KING STREET STE 700
SEATTLE, WA 98104

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DR CARL C HSU REV LIV TRUST
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RICHARD R BRUNICK JT WROS
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HERMOSA BEACH, CA 90254

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DENVER, CO 80206

CHARLES ALLAN DAVIS
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1850 ADOBE CREEK DR
PETALUMA, CA 94954

CHARLES DUFFY
2601 52ND AVE N
ST PETERSBURG, FL 33714

CHARLES H MAHER JR IRA
TD AMERITRADE CLEARING CUSTODIAN
PO BOX 39
MONUMENT, CO 80132

CHARLES JEFFERSON PIPPIN
CHARLES SCHWAB & CO INC CUST
1948 ELMSBURY RD
WESTLAKE VILLAGE, CA 91361

CHARLES P CUSUMANO 1992 TR
CHARLES P CUSUMANO TTEE
101 S FIRST ST # 400
BURBANK, CA 91502

CHARLES SCHWAB BANK TTEE
FBO JEFFREY W WESSEL
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LISETTE M DIER JTWROS
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BARBARA A BOIGEGRAIN JT TEN
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CARROLLTON, TX 75006

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JPMS LLC CUST.
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EL SEGUNDO, CA 90245

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CHRISTINA B ADAMSKI
1571 RED STEM DR
HOLLAND, MI 49424

CHRISTOPHER J CALLAGHAN
949 PALMER ROAD APT 2H
BRONXVILLE, NY 10708

CHUN CHAN ROTH IRA TD AMERITRADE
INC
CUSTODIAN
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SAN FRANCISCO, CA 94116

CRAIG CHLADNY
210 E RIDGE RD
EAST PEORIA, IL 61611

CRAIG EDWARD REED &
SHANNON ELLIOTT REED JT/TIC
4482 PARK PLACE TERRACE
MARIETTA, GA 30066

CRAIG L WHITE
28851 DEODAR PL
SAUGUS, CA 91390

CRAIG WAGNER BENEFICIARY IRA OF
SEBASTIAN WAGNER IRA
17501 72ND PLACE
MAPLE GROVE, MN 55311

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C113
HUNTINGTON BEACH, CA 92649

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ANN M NORFOLK JT TEN
5345 BUENA VISTA RD
PRINCE FREDERICK, MD 20678

DALE SCHAEFER & DEBORAH SCHAEFER
JT
TEN
8691 COOKS MILL RD
GEORGETOWN, IN 47122

DAN CHIER
19175 RIOUX GROVE CT
NOBLESVILLE, IN 46062

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ALBANY, NY 12203

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BOULDER, CO 80302

DAVID W. NORFOLK
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3519 MALIBU COUNTRY DR
MALIBU, CA 90265

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10690 ZIEGLERS DR N
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HELEN BURTZLAFF
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MANSFIELD, TX 76063

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MORRISON, IL 61270

GARY MICHAEL MANUSE
5975 PEASE RD
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GRAND PRAIRIE, TX 75050

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PLAYA DEL REY, CA 90293

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GREGORY & RANDI CURHAN REV TRU
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HEIDI JAEGER INH IRA
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HEIDI JAEGER TTEE
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CARA D DARLING UNDER THE AZ
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MARK BENSON QUALIFIED MINOR TR
U/A 12/13/10
6553 BIG SKY TRL
CHEYENNE, WY 82009

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STEPHEN BENSON QUAL MINORS TR U/A
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J D AND M A ROGERS REVOC TRUST U/A
4/26/00
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KIMBERLY D BENSON TRUST U/A 4/5/01
6553 BIG SKY TRL
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KIMBERLY D BENSON TTEE
KIMBERLY DROSTEN BENSON EXE TR
U/A 8/22/83
6553 BIG SKY TRL
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LOIS B. MAY REVOCABLE TRUST
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NACHAL SOREK 12/11
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